

## **RE-BID #3 SPECIFICATIONS**

**FOR** 

**VILLAGE OF COVINGTON** 

**AMPHITHEATER** 

25 N. GRANT STREET, COVINGTON, OHIO 45318

PDG #: 20231048

**FEBRUARY 6, 2023** 



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# **SUPPORTING DOCUMENTS**

- Rebid #3 documents exceeds all other comments or instructions from previous bid packages.
- Addendum #1 and #2 which were issued in the previous/original bid are attached for reference and use.
- Direct Rudy Property bid references are not applicable.
- Attachments previously issued with Addendums 1 & 2 are incorporated into the re-bid specifications.



#### ADDENDUM NO. 001

# NEW PAVILION AND SPLASH PAD - Project No. 202225751.001A NEW AMPHITHEATER - Project No. 20231048.001A RUDY SCHOOLHOUSE PARK - DEMOLITION & DEVELOPMENT - Project No. 20230935.001A

Village of Covington 25 N. Grant St. Covington, Ohio 45318

#### September 12, 2022

Bidders are responsible to review all the items noted in this addendum. Some responses may cover multiple bid packages.

This addendum covers information and Q/A for all 3 bids packages.

This addendum becomes a part of the plans and specifications for the indicated work and modifies them only to the extent herein set forth.

#### General Items (All Bids):

- 1. Bid date has been revised and extended to Tuesday Sept. 20<sup>th</sup>. Times for each bid opening will remain the same.
- 2. Pre-bid meeting minutes and sign-up sheet are attached.
- 3. Park Soil boring report is attached.
- 4. Per Soil Report Bidder must: "Per the attached geotechnical report, contractor shall provide pricing to perform over excavation of the fill materials within the vicinity of the pavilion structure. The report shows 5' to greater than 12' of undocumented fill that requires removal and backfilling prior to construction of the pavilion. Without knowing the full extents of the fill materials, G.C. shall provide pricing for replacement of fill materials to a depth of 6' for one half of the pavilion and 15' for the other half of the pavilion. Please note the required 1' of added width for every 1' of excavation depth per the geotechnical report. "
- 5. Traffic Maintenance (Control):
  - Contractor for Contract A shall be responsible for all traffic maintenance, signage, barricades, etc., for both Contract A & B. This includes barricades on Maple Street (between College and Alley East of Grant) and N. Grant at University. All barricades must be in accordance with the Ohio Manual of Uniform Traffic Control Devices. Contractor to submit maintenance/control plan prior to beginning work.
  - Contractor for Contract C shall be responsible for all traffic maintenance, signing, barricades, etc., for Contract C. This includes barricades on Grant Street and the Alley between Grant and the College.

All barricades must be in accordance with the Ohio Manual of Uniform Traffic Control Devices. Contractor to submit maintenance/control plan prior to beginning work.



#### **Davis-Bacon Wage Rates**

Current Davis-Bacon wage rates are attached for your reference in bidding this project.

#### **Unit Price Contracts**

Please see attached for the Unit Price Contracts.

#### **Drawings**

Attached drawing SK-01, C104, E002

#### **RFI Questions and Responses**

Question: Can millings be used as fill

**Response:** Millings and aggregate from the removal of Grant Street, Maple Street and the pavement demo on the Rudy Property may be used as the aggregate base for all proposed pavement. This material may also be used as fill material for the basement of the Rudy Property.

**Question:** C103, note 9, shows 2 utility poles to be removed. By whom? Is there a separate bid item? **Response:** These are service line poles for the bldg. It is the contractor's responsibility to remove them. Contractor will need to coordinate with the electric utility provider for disconnection at the utilities pole. There is no separate bid item and should be included in the bldg. demo price

Question: Sheet C103 note 4 shows a quantity of 11647 LF; please clarify.

**Response:** That should read 11,647 sf (area of bldg.)

Question: Bid Item 7 calls for 76 LF of 12" Storm; Dw'g C106 appears to call for 169 LF; please clarify.

Response: 169 l.f. is correct. Bid form will be corrected

**Question:** Bid Item 16 calls for Pav't Markings; where are these required? The parking lot is an alternate.

**Response:** Yes, there is pavement marking indicated on Grant Street for parking. A bid item will be added to the alternate bid items for the parking lot.

Question: Bid Items 19, 27, and A1 call for Tack Coat @ 0.35 gal/sy(as shown on C107); this seems very

excessive; please clarify.

**Response:** Tack coat to be reduced to 0.1 gal/sy

**Question:** C108 details Erosion Control Items; is there a separate bid item for this? How about mobilization, layout, and traffic control, as well?

**Response:** We added bid items for erosion control and traffic control are added bid items. The layout has already been identified in bid item #17.



Question: Page C102 note 10. Please confirm if the owner/architect will pay for the utility company to move their overhead lines. The contractor is in charge to demo the utility poles when all lines have been relocated.

Response: Yes, Owner will be pay for the utility company to move their overhead lines, and the contractor is in charge to demo the utility poles when all lines have been.

Question: Page A101 please confirm if the splash pad contractor is in the owner's scope. Everything inside the dashed line on the A101 will be covered by the owner.

**Response:** No, splashpad contract and all associated costs including site piping are the responsibility of the Contractor and must be included in their final bid.

Question: Please provide additional details/information on the stone veneer installation and attachment.

Response: Please see attached detail. Contractor must follow manufacturer's requirements based on the final selected product/manufacturer.

Question: "On project A, the electrical one-line on sheet E002. The CT cabinet is sized for 400 amps. The conductors going into the cabinet from the transformer are sized for 400 amps. The conductors leaving the CT cabinet and going to what seems like a 600 amp disconnect are sized for 600 amps. Is this correct?"

Response: Please reference revised drawing E002 within Addendum #1.

Question: Please provide additional details on attaching vertical metal wall panels to the 2" insulation/CMU block.

Response: Please add Z metal furring @ 24"o.c. as shown on the attached detail.

Question: Substitution Request for use of Leesman Lighting as equals to the lighting package specified.

**Response:** Substitution request has been approved.

**Question:** Do you have the geo reports for this site you could send me?

**Response:** Please see attached within Addendum #1.

Question: Please confirm if the contractor is to carry the third party test agency cost?

**Response:** Yes, the contractor must carry the third party test agency cost.

Question: Please confirm if the contractor is to field test 1,000 feet of joist-sealant in the field.

Response: As instructed Contractor must perform 1 test for the first 1,000 feet of each kind of sealant

used.

Question: The splashpad sub-contractor we are likely going to use for install services for the Splashpad noted that the plans mention use of HDPE piping. We highly recommend that all supply line pricing from the Smartpoint out to the features be SCH 80 or PEXa piping.

**Response:** This replacement request has been approved.



**Question:** Per your C104 the drain line is approx.. 2' depth. Then per C-003 Vortex print we are to install a P trap That does not allow for Frost Proof. Also, the print looks like Vortex system is about 30" depth itself the 2' will leave water in their system to freeze.

**Response:** Please see revised elevations on resubmitted sheet. Successful contractor must coordinate all installations with the selected splashpad supplier and create a new coordination document. This document must be submitted to architect/engineer for review and approval.

**Question:** I assume the snow man concrete for spray ground is not colored.

Response: Correct, no color.

Question: The cut joints you have laid out on c103 can be moved a little to avoid play equipment and

are cut joints? **Response:** Yes.

**Question:** The 6' band around spray ground separate pour with expansion and caulk joint? **Response:** Yes, this will be a separate pour. An expansion or caulking joint is not required.

**Question:** Cut joints approx. 6' centers?

**Response:** Yes, this is acceptable.

Question: Just noticed one page has 3/8" and one has ½" rebar 12" OC Which one?

**Response:** ½" is correct.

**Question:** I assume 4" gravel under spray ground? Do we need compaction test? **Response:** Yes, please provide 4" gravel and Compaction testing is required.

**Question:** Please provide a summary of the 9/7 prebid meeting & attendees list.

**Response:** Please see attached documents.

**Question:** On sheet E002: The single line diagram calls for conductors to be size and a CT cabinet sized for 400 amps and then after the CT cabinet it calls for conductors rated for 600 amps, as well as panels for 600 amps. This is confusing as I would expect to see the conduit and conductors rated for 600 amps from the secondary side of the transformer. Is there an error on the prints or was this intentional? **Response:** Addressed in this Addendum.

**Question:** On sheet E101: It calls for (2) 2" conduits with pull string, but the site plan does not show a location to where on the site plan. Are these just to be a stub out? The poles are being removed on the North side where there is low voltage cabling currently.

**Response:** Conduits for internet shall extend out to street and final location shall be coordinated with utility company.



Question: On sheet E201: Note 6 says to "install via direct bore hand dug trench", is this required

everywhere or only for the feeder from the transformer to the CT cabinet? **Response:** Direct bore or hand dug. If hand dug place warning tape as noted.

Question: Is machine trenching acceptable?

Response: Yes.

Question: This note also calls for 4" PVC conduits with contradicts the single line diagram. Please advise

on what conduits and cabling is required. *Response:* Addressed in this addendum.

Question: Bid Item 4 calls for 435 SF of Curb Removal; should this be 435 LF?

Response: Correct. Bid form will be corrected.

Question: Bid Item 15 is for Signs; what signs are to be included in this item? The only sign I could

possibly find was a Future Monument Sign shown on C104, no further details provided.

**Response:** 2 handicap parking signs are all that are needed.

Question: The alternate bid is for the parking lot paving; does that include the 4-landscape islands?

**Response:** The curbing for the landscape islands is included in the base bid.

#### **PLANHOLDERS LIST**

A planholders list is available on-line for reference at <a href="www.poggmeyer.com">www.poggmeyer.com</a> (click on "Bids" at lower right on the home page.) OR <a href="www.pdgplanroom.com">www.pdgplanroom.com</a>.

\* \* END OF ADDENDUM \* \* \*



#### **ADDENDUM NO. 002**

# NEW PAVILION AND SPLASH PAD - Project No. 20225751.001A NEW AMPHITHEATER - Project No. 20231048.001A RUDY SCHOOLHOUSE PARK - DEMOLITION & DEVELOPMENT - Project No. 20230935.001A

VILLAGE OF COVINGTON 25 N. GRANT ST. COVINGTON, OHIO 45318

#### **SEPTEMBER 15, 2022**

Bidders are responsible to review all the items noted in this addendum. Some responses may cover multiple bid packages.

This addendum covers information and Q/A for all 3 bids packages.

This addendum becomes a part of the plans and specifications for the indicated work and modifies them only to the extent herein set forth.

#### Prevailing Wage Rates (applicable to all three projects)

Ohio prevailing wage rates are attached for your reference in bidding this project. Disregard any reference to using Davis-Bacon wage rates. They are not applicable to any of these projects.

#### **New Pavilion and Splash Pad**

 ODNR Signage Requirements – Owner will purchase the sign and post. Selected Contractor to install at location determined by Owner.

**LWCF Acknowledgment Sign:** Public acknowledgment of LWCF assistance at project sites is required. Such acknowledgment will emphasize the federal-state-local partnership role in creating new high-quality recreation areas and facilities.

LWCF signs must not be smaller than 9 X 12 inches. The color combinations for LWCF signs used should be the following: background – either white or tan, mountain – green, road into the mountain – white or tan, leaves by the name Land and Water Conservation Fund – green, the color within the outer circular band – green or the color of the background. Lettering color and method of sign construction may be determined by the project. Sions must be permanent.



A permanent sign must be installed or included on another sign at the grant development site or at the main entrance to the park. The LWCF symbol shown above **may** also be displayed at entrances or other appropriate on-site locations or park literature. For logo artwork go to <a href="http://www.nps.gov/incrc/programs/lwcf/pub.htm">http://www.nps.gov/incrc/programs/lwcf/pub.htm</a> (scroll down).

If an existing LWCF acknowledgment sign from an earlier LWCF grant project is already posted at the funded park, the Participant is not required to post an additional sign. A photograph of the existing sign should be submitted with the reimbursement request.

Participants may make the sign locally or may purchase sign(s) from the Department. The price per sign is \$98.00 (includes shipping and handling) and can be ordered by e-mailing timothy.robinson@dnr.state.oh.us. Please provide your project\*number, the number of signs needed (one is usually sufficient), mailing address (no PO boxes), contact name and phone number. Sign(s) will be sent to you with an invoice requesting payment upon receipt. Signs are made of recycled plastic, measure 13.5 X 15.5 inches and look like this:





- 2. The ODNR Department, the state auditor, or any of their duly authorize representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts and transcriptions.
- 3. The contractor shall make note of Title 18, U.S.C. Section 874, Kickbacks from Public Works Employees; Covenant B of the January 27, 1972 Equal Employment Opportunity Executive Order of the Governor of Ohio and compliance with minimum standards for accessibility by the physically handicapped.

#### Rudy Schoolhouse Park - Demolition & Development

Revise the goal for Minority Participation from 4.4% to 11.5%, page G-4, Item 2, (2)

#### **Specification Additions**

05 5213 - Pipe and Tube Railings - New Pavilion and Splash Pad & New Amphitheater only 07 4113.16 - Standing-Seam Metal Roof Panels -New Pavilion and Splash Pad & New Amphitheater only 07 4213.13 - Formed Metal Wall Panels - New Pavilion and Splash Pad & New Amphitheater only Seeding and Clean-Up – All three bid packages

#### **Prevailing Wage Rates**

Prevailing wage rates are attached for your reference in bidding this project.

## **RFI Questions and Responses**

**Question:** To my understanding the poles on the north side are being removed. The primary side of the transformer says "Further coordination with electric utility company needed for power connection. Can you advise on what we are to figure on for this?

**Response:** AES Work Order #10151594. Engineer is Casey Little. New construction design was sent to AES on 06/23/22. Selected Contractor to coordinate with AES on final design as the pole removal work must of overshadowed the new power. Design team continues to monitor the progress.

**Question:** We can find no source for #1 cedar and have been told that there is no such thing by two suppliers. Is there a different material that can be used?

**Response:** Our engineers just contacted Wayne Lumber and we were told they have cedar. #1 is a reference to best quality/grade available.

Question: Can you please provide additional information for metal roof?

Response: Please see attached specifications.

Question: Basis of design for toilet partitions and accessories?

**Response:** Toilet partitions shall be equal to Metpar Solid Plastic Toilet Partitions or equal. Panels are made from high density polyethylene (HDPE) resins and have homogeneous coloring throughout the material and smooth, machined edges. Color to be selected during the shop drawing process from manufacturer's standard colors. Bobrick shall be the basis of design for all restroom accessories.

Question: Can you please provide additional information on metal siding?

Response: Please see attached specifications.



**Question:** Are there minimum requirements for gutter and downspouts?

Response: Please see attached roofing specifications, and equal to 6"x6" K style alum. gutter and

downpipes. Color – match roofing panels.

**Question:** Is landscaping to be included in the base bid. We can find no specifications or plans for all seeding and landscaping.

**Response:** Other than seeding, no landscaping is called for in this contract. Please see attached specifications for seeding.

Question: Specifications for metal railings at the Amphitheater seating section - Page A102A-2

**Response:** Please see attached specifications.

**Question:** The standard detail for an exterior pipe seal indicates Thoroseal (Water Plug) shall be used to finish the penetration. This product has been discontinued. Would you please recommend a different product?

Response: Thoroseal has been renamed or transitioned to MasterSeal 581.

**Question:** In Addendum #1, you answered a question regarding testing, that testing is by selected Contractor. Your attached spec on Clearing & Grading, Section VIII, states that testing & inspections are by the Owner.

**Response:** All required testing shall be by the selected contractor(s).

**Question:** Are there any fire extinguisher requirements?

**Response:** Contractor to provide 2 (one to be located in Pavilion storage room and one in Amphitheater storage room) 20 lbs. ABC Class fire extinguisher with hanging bracket. Contractor to install within the noted locations.

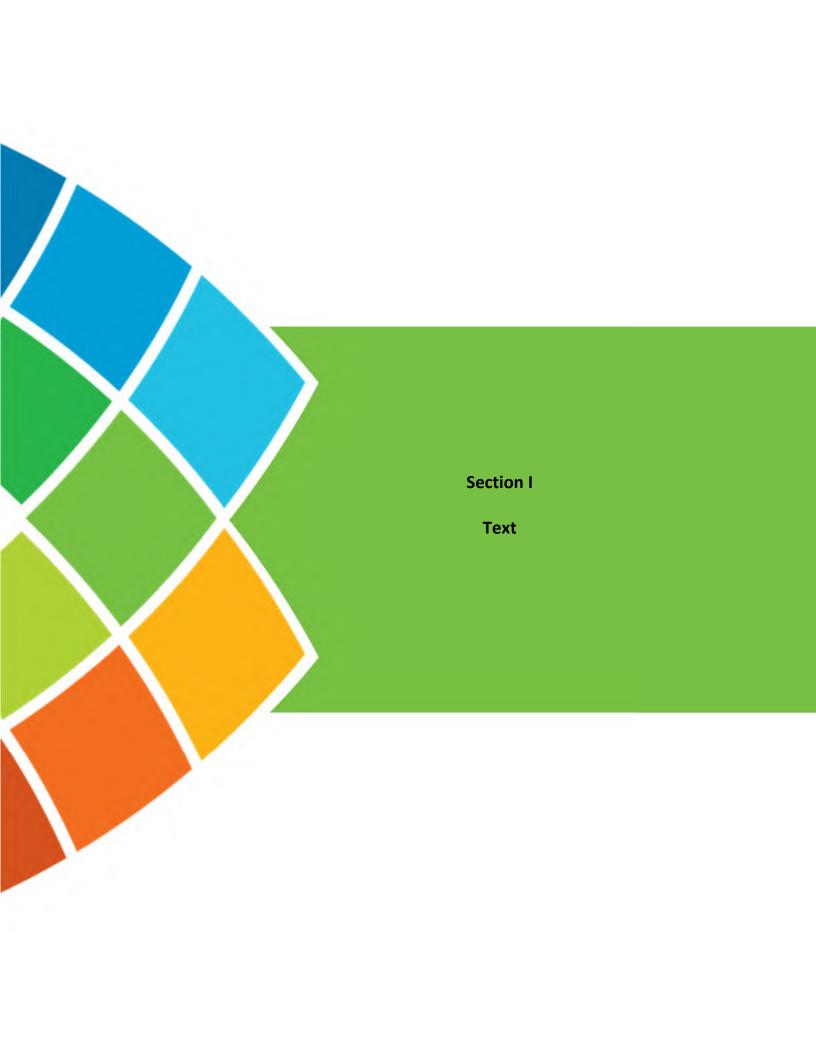
Question: Can you please provide basis of design for attic access door?

Response: Standard pre-finished – field painted 24"x36" metal door and frame combination unit.

#### **PLANHOLDERS LIST**

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\* \* END OF ADDENDUM \* \* \*



#### 1.0 INTRODUCTION

A park project will be constructed at 25 North Grant Street in Covington, Ohio. A vicinity map (Figure 1) is included in Section III of this report. Our findings on the existing subgrade soils with respect to the potential construction problems for the construction of the park project are given in this report.

Authorization to proceed with this soil study was given by Village of Covington in Purchase Order No. CT220046 dated July 25, 2022. The work was to proceed in accordance with our proposal and agreement, Quotation No. 22-2771-093 dated July 25, 2022.

#### 2.0 WORK PERFORMED

#### 2.1 Field Work

Six test pits were made at the locations shown on the test pit location plan, Figure 2 in Section III. The logs and location plan are included in Section III. The samples were visually classified, logged, sealed in containers, and taken to the Bowser-Morner, Inc. laboratory for study.

#### 2.2 Laboratory Work

Five Atterberg limits tests were performed in accordance with ASTM D4318 to determine the liquid and plastic limits on the most visibly plastic cohesive soil or as needed for soil classification. In addition, six moisture content determinations were made in accordance with ASTM D2216. The results of the laboratory tests are summarized in Table 2-1 and included in Section III of this report.

Moisture **Atterberg Limits** Test Pit No. Depth (ft.) Content (%) LL PL Ы 1.0 - 3.019.8 1 47 19 28 2 7.0 - 9.09.2 3 5.0 - 7.09.2 18 14 4 4 7.0 - 10.020.0 38 20 18 5 3.0 - 5.017.6 59 22 37 6 1.0 - 3.013.7 43 22 21

Table 2-1. Summary of Laboratory Test Results

#### 3.0 SOIL AND GROUNDWATER CONDITIONS

Based on the information from the six test pits made for this study, the subgrade soil conditions are described in descending order below:

- In Test Pits 1 through 4, four to more than 12 feet of undocumented and uncontrolled fill. The fill extended to the bottom of the test pit in Test Pit 1 at a depth of 12 feet.
- In Test Pits 5 and 6, six inches of topsoil.



- In Test Pits 2 and 3 and below the fill layer, brown sandy lean clay extending to the bottoms of these test pits at a depth of 10 feet.
- In Test Pit 4 and below the fill layer, and in Test Pits 5 and 6 and below the topsoil, 2.5 to more than five feet of brown and/or gray lean clay. The lean clay extended to the bottoms of Test Pits 4 and 6 at depths of 10 and 6 feet, respectively.
- In Test Pit 5 and below the lean clay layer, brown fat clay was encountered and extended to the bottom of the test pit at a depth of 6 feet

Groundwater was not encountered during the test pit operations. Free groundwater is defined as water that seeps into an open hole before it is backfilled. Groundwater observations were made during the test pit operations by noting the depth of water on the equipment and in the open holes following withdrawal of the equipment. However, it should be noted that short-term water level readings are not necessarily a reliable indication of the groundwater level and that significant fluctuations may occur due to variations in rainfall and other factors. For specific questions on the soil conditions, please refer to the individual logs in Section III.

#### 4.0 DISCUSSION AND RECOMMENDATIONS

#### 4.1 Project Description

A park project will be constructed at 25 North Grant Street in Covington, Ohio. The project will consist of two building structures, an open air amphitheater, and a pavilion with picnic seating. The structures will be relatively light-framed structures. No design loading information was provided.

We understand that the subgrade soil at this site may contain previous foundations and/or uncontrolled fills from previous structures. It was requested that only test pits be performed to determine the subgrade soil conditions. As a result, no bearing capacity recommendations will be provided in our report. We understand that the design of the foundations will be based on the presumptive bearing capacities provided in the Ohio Building Code (OBC) for foundations supported on original soils.

The following recommendations are based on this information. If the above statements are incorrect or changes are made, Bowser-Morner, Inc. should be notified so that the new data can be reviewed and additional recommendations and services can be given if required to meet the needs of your project.

#### 4.2 Foundation Recommendations

Based on the six test pits performed for this study, the proposed sites are covered by a layer of undocumented and uncontrolled fill and topsoil that extends to the approximate depths outlined in Table 4-1.

**Table 4-1. Depths to Bottoms of Unreliable Soils** 

Test Pit No.	Depth to Bottom of Unreliable Soil (ft)	Topsoil, Fill, and/or Weak Soil							
1	>12.0	Fill							
2	5.0	Fill							



Table 4-1. Depths to Bottoms of Unreliable Soils

Test Pit No.	Depth to Bottom of Unreliable Soil (ft)	Topsoil, Fill, and/or Weak Soil
3	4.0	Fill
4	5.0	Fill
5	0.5	Topsoil
6	0.5	Topsoil

The undocumented and uncontrolled fill and topsoil are unreliable to support any foundations, and floor slabs on-grade. Within the building construction limits, the undocumented and uncontrolled fill and topsoil should be removed to the depths and elevations outlined in Table 4-1. The topsoil should be removed and wasted, or stockpiled for landscaping purposes.

The excavation within the construction limits should extend to suitable soils. The base of the excavation should also extend one lateral foot for every foot of excavation below the bottom of the footing foundation as shown in Figure 3 in Section III. A maximum allowable side slope of 1 (horizontal) to 1 (vertical) should be maintained in the excavations for stability and the safety of workers.

The exterior foundations should be placed at least 32 inches below the final grade to protect the foundations against frost penetration and potential heaving for heated structures. For non-heated structures, the exterior foundations should be placed at least 36 inches below the final grade to protect the foundations against frost penetration and potential heaving. Interior footings not subject to frost action may bear at a minimum depth of 18 inches below the floor slab if they are supported on original materials or compacted fill placed in accordance with our recommendations.

Based on the results of the laboratory analyses and in the vicinity of Test Pit 5, fat clay was encountered at a depth of 3.0 feet below existing grade. The fat clay will shrink or swell when dry or wet. Any structures supported on the fat clay layer will settle and crack due to volume changes in the fat clay. If the fat clay will be used as construction material or as backfill, the fat clay should be mixed with lime to change the characteristics of the fat clay. The determination of the required amount of lime to treat the fat clay to be used as construction material is beyond the scope of this study.

After the foundation excavations extend to the desired grade, the top foot at the bottoms of the excavations should be compacted to at least 90% of the maximum dry unit weight as defined by the modified Proctor test (ASTM D1557) before any new fill or foundation is placed. Any soft soil pockets should be undercut and replaced with compacted fill. The fat clay and the lean clay soils encountered on the site probably will have significantly different Proctor values. Consequently, samples to be tested by the Proctor method should be obtained from a representative area and from the same elevation as the design subgrade.

After the bottom of the excavation has been compacted, structural fill can be placed to bring the bottom of the excavation to the desired grade if needed. The fill placed below the bottom of the footing foundations should be placed in eight-inch-thick lifts and



compacted to at least 95% of the maximum dry-unit weight as determined by the modified Proctor test (ASTM D1557). Fill placed above the bottom of the footing foundations to serve as the subgrade for the floor slab should be compacted to at least 90% of the maximum dry-unit weight as determined by the modified Proctor test (ASTM D1557). Structural fill should be placed in accordance with the recommendations given in Section 4.4.

The soil removed from this site that is free of organic or objectionable materials as defined by a field technician who is qualified in soil material identification and compaction procedures can be reused as fill. Objectionable or undesirable soils are defined as those materials that cannot meet design placement specifications or materials that will deteriorate with time.

When determining the geometric size (the "footprint") of the footing foundation, the total system loads applied to the tops of the foundations should be considered in the bearing pressure calculations.

The bearing capacity recommended above for foundations supported on structural fill applies to well-graded granular soils, low-to-medium plastic clays, clayey sands, and some silty sands that are placed and compacted in accordance with the recommendations given in this report. However, uniformly graded or gap-graded granular soils (GP or SP), silts (ML), silty fine sands (SM), and high plasticity clays (CH) will be difficult to place and compact, and may result in a reduced bearing capacity. If these soils will be used as backfill, Bowser-Morner, Inc. should be notified before the soils are placed so that the proposed placement methods and bearing capacity recommendations can be reviewed.

The bearing capacity of a soil is not a unique physical property of the soil. Instead, it depends explicitly on several factors including the footing type, size, and shape; the depth of embedment; the eccentricity and inclination of the applied load; the footing base inclination; the stiffness of the footing; the proximity of the footing to open cuts or slopes; the relative distance between the bottom of the footing and the water table; and the allowable amounts of settlement. The recommended allowable bearing capacity is based on the foundation design parameters given above and the assumptions that the applied load is vertical with no eccentricity, the base is horizontal and level, the footing is rigid, the footing is not close to an open cut or slope, and the water table is below the bottom of footing. If the actual conditions vary from the parameters and assumptions stated above, Bowser-Morner, Inc. should be notified so that the new information can be reviewed and additional recommendations and services can be given to meet the needs of your project.

Foundations supported on soil settle as the result of externally applied loads. While the foundations should be expected to settle, the amount of settlement should be designed to be within the tolerable limits for the structure.

#### 4.3 Slabs On-Grade

The undocumented and uncontrolled fill and topsoil at the depths outlined in Table 4-1 are not reliable to support any floor slab due to the potential for settlement. We recommend that the unreliable soils be removed from beneath the floor slab areas and that the exposed ground surface be compacted as outlined above for the foundations.



The floor slabs on-grade can be supported on compacted fill placed in accordance with the recommendations given in Section 4.4. We recommend that the upper four to six inches of compacted fill be a well-graded, angular, granular material such as crushed sand and gravel or crushed stone. To help distribute concentrated loads and equalize moisture conditions under the slabs, this granular material should contain less than 5% of fines or particles that can pass through a No. 200 sieve.

Topsoil, fill, and/or other deleterious materials encountered during the site preparation must be removed and replaced with select engineered fill that is compacted to the specifications outlined in Section 4.4 of this report.

We recommend that slabs on-grade "float" by being fully supported on the ground and not structurally connected to walls or foundations. Floating will minimize the possibility of cracking and displacement of the slabs on-grade as a result of differential movements between the slab and the foundations. Although the movements should be within the tolerable limits for structural safety, such movements could be detrimental to the slabs if they were rigidly connected to the foundations.

#### 4.4 Compaction Requirements

Structural fill placed below the foundation bearing elevation should be compacted to at least 95% of the maximum dry unit weight with moisture contents within 2% of the optimum moisture content as determined by the modified Proctor test (ASTM D1557). Fill placed above the bottoms of the foundations or under pavement areas should be compacted to at least 90% of the maximum dry unit weight with moisture contents within 2% of the optimum moisture content as determined by the modified Proctor test (ASTM D1557). The compaction should be accomplished by placing the fill in successive, horizontal, approximately six- to eight-inch-thick loose lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed at a minimum rate of one per 2,500 square feet of fill area and for each lift to verify that adequate compaction is achieved. Backfill for utility trenches, foundation excavations, etc., within structures or paved areas, is considered structural fill and should be placed in accordance with these recommendations.

It must be emphasized that the excavation and compaction of soil fill are highly influenced by weather conditions. Performing the earthwork under wet and frozen conditions is generally very difficult. As a result, compaction of wet silty and clayey soil should be avoided during wet and frozen conditions because the wet soil cannot be compacted to the required unit weight without drying or other soil stabilization methods. Alternatively, granular soil can be used as backfill to facilitate the backfill and compaction work during winter and wet weather conditions.

Puddling or jetting of the backfill material, including the utility trenches, should not be allowed as a compaction method. Silty or clayey soils encountered above foundation depth will often soften, and the bearing capacity may be reduced if water ponds in the excavation.

Lean concrete that is placed below the bottom of foundation should have a minimum 28-day compressive strength of 2,000 pounds per square inch (psi).



#### 4.5 Foundation Excavations

During the foundation excavations, the subsurface conditions should be verified. Changes in subsurface conditions other than what are shown on the logs warrant additional subsurface investigation before the foundations are constructed.

The foundation excavations should be observed to ensure that the loose, soft, or otherwise undesirable materials are removed and that the foundations will be supported directly on an acceptable surface. At the time of this observation, it may be necessary to use a hand penetration device in the base of the foundation excavation to ensure that the soils immediately below the foundation base are satisfactorily prepared to support the foundations. Please note that such shallow observations do not replace an adequate deep-boring program and structural fill compaction QA/QC records. The overall performance of the foundations is governed by the soils below the bottom of the footing foundation.

If pockets of soft, loose, or otherwise unsuitable materials are encountered in the footing excavations and it is inconvenient to lower the footings, the proposed footing elevations may be reestablished by backfilling after the undesirable materials have been removed. The excavation under each footing should extend to suitable soils, and the base of the excavation should extend one lateral foot for every foot of excavation below the bottom of the footing foundation as shown in Figure 3 in Section III. The entire excavation should then be refilled with well-compacted, engineered fill. Special care should be taken to remove the sloughed, loose, or soft materials near the base of the excavation slopes. Extra care should also be taken to tie-in the compacted fill with the excavation slopes, with benches as necessary, to ensure that no pockets of loose or soft materials are left along the excavation slopes below the foundation bearing level. The contractor should maintain temporary cut slopes in accordance with the current OSHA regulations governing trenching and slope stability.

Soils exposed at the bases of satisfactory foundation excavations should be protected against any detrimental change in condition such as from construction disturbances, rain, and freezing. Surface runoff should be drained away from the excavation and not allowed to pond. If possible, foundation concrete should be placed the same day the excavation is made. If this is not practical, the foundation excavations should be adequately protected. Also, for this reason, proper drainage should be maintained after construction. It must be emphasized that all excavations must conform to all state, federal, and local regulations relative to slope geometry.

#### 4.6 Construction Dewatering

At the time of our study, free groundwater was not encountered during the test pit operations. We do not anticipate that significant groundwater seepage will be encountered in shallow foundation excavations. However, it is likely that some seepage and surface water infiltration into foundation excavations will occur, depending on the seasonal conditions. It is anticipated that such seepage can be intercepted by open sumps from which the water can be pumped. However, care must be exercised when pumping from sumps that extend into silts or other granular soils since general deterioration of the bearing soils and a localized "quick" condition could result. If significant groundwater



influxes are noted within the excavations, other dewatering techniques should be determined at the time of construction.

The amount and type of dewatering required during construction will depend on the weather and groundwater levels at the time of construction, and the effectiveness of the contractor's techniques in preventing surface runoff from entering open excavations. Typically, groundwater levels are highest during winter and spring, and lower in summer and early fall.

#### 4.7 Drainage

Adequate drainage should be provided at the site to minimize any increase in moisture content of the foundation soils during and after construction. The exterior grade including all pavements or parking areas should be sloped away from the new foundations to keep water from ponding.

#### 5.0 CLOSURE

#### 5.1 Basis Of Recommendations

The evaluations, conclusions, and recommendations in this report are based on our interpretation of the field and laboratory data obtained during the exploration, our understanding of the project and our experience with similar sites and subsurface conditions. Data used during this exploration included, but were not necessarily limited to:

- six exploratory test pits performed during this study.
- Observations of the project site by our staff.
- The results of the laboratory soil tests.
- The site plan provided by Poggemeyer Design Group, Inc.
- Published soil or geologic data of this area.

In the event that changes in the project characteristics are planned, or if additional information or differences from the conditions anticipated in this report become apparent, Bowser-Morner, Inc. should be notified so that the conclusions and recommendations contained in this report can be reviewed and, if necessary, modified or verified in writing.

#### 5.2 Limitations And Additional Services

The subsurface conditions discussed in this report and those shown on the logs represent an estimate of the subsurface conditions based on interpretation of the test pit data using normally accepted geotechnical engineering judgments. Although individual test pits are representative of the subsurface conditions at the test pit locations on the dates shown, they are not necessarily indicative of subsurface conditions at other locations or at other times.



Due to the spacing of the test pits, additional borings and laboratory analyses can be performed to further define the soil subgrade conditions.

It must be emphasized that the excavation and compaction of soil fill are highly influenced by weather conditions. Performing the earthwork under wet and frozen conditions is generally very difficult. Hence, compaction of wet silty and clayey soil should be avoided during wet and frozen conditions because the wet soil cannot be compacted to the required unit weight without drying or other soil stabilization methods.

Regardless of the thoroughness of a subsurface exploration, there is the possibility that conditions between test pits will differ from those at the test pit locations, that conditions are not as anticipated by designers, or that the construction process has altered the soil conditions. As variations in the soil profile are encountered, additional subsurface sampling and testing may be necessary to provide data required to reevaluate the recommendations of this report. Consequently, after submission of this report, it is recommended that Bowser-Morner, Inc. be authorized to perform additional services to work with the designer(s) to minimize errors and omissions regarding the interpretation and implementation of this report.

Before construction begins, we recommend that Bowser-Morner, Inc.:

- Work with the designers to implement the recommended geotechnical design parameters into plans and specifications.
- Consult with the design team regarding interpretation of this report.
- Establish criteria for the construction observation and testing for the soil conditions encountered at this site.
- Review final plans and specifications pertaining to geotechnical aspects of design.

During construction, we recommend that Bowser-Morner, Inc.:

- Observe the construction, particularly the site preparation, fill placement, and foundation excavation.
- Perform in-place density testing of all compacted fill.
- Perform materials testing of soil and other materials as required.
- Consult with the design team to make design changes in the event that differing subsurface conditions are encountered.

If Bowser-Morner, Inc. is not retained for these services, we shall assume no responsibility for construction compliance with the design concepts, specifications or recommendations.

#### 5.3 Warranty

Our professional services have been performed, our findings obtained and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. No other warranty, express or implied, is made.

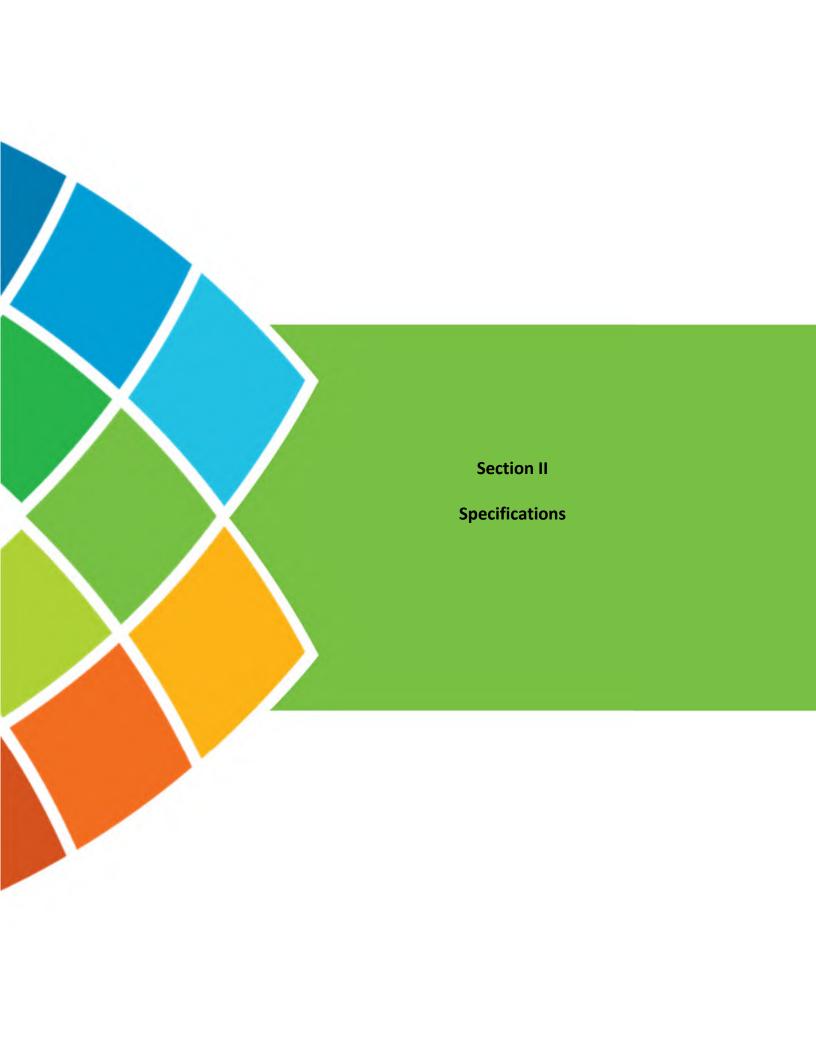


The scope of this study did not include an environmental assessment for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air, on, within or beyond the site studied. Any statements in the report or on the logs regarding odors, staining of soils or other unusual items or conditions observed are strictly for the information of our client.

To evaluate the site for possible environmental liabilities, we recommend an environmental assessment, consisting of a detailed site reconnaissance, a record review, and report of findings. Additional subsurface drilling and sampling, including groundwater sampling, may be required. Bowser-Morner, Inc. can provide this service and would be pleased to provide a cost proposal to perform such a study, if requested.

This report has been prepared for the exclusive use of Village of Covington for specific application to the park project on North Grant Street in Covington, Ohio (see Figure 1 in Section III of this report). Specific design and construction recommendations have been provided in the various sections of the report. The report shall therefore, be used in its entirety. This report is not a bidding document and shall not be used for that purpose. Anyone reviewing this report must interpret and draw their own conclusions regarding specific construction techniques and methods chosen. Bowser-Morner, Inc. is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.





#### CLEARING AND GRADING SPECIFICATIONS

#### I. GENERAL CONDITIONS

The contractor shall furnish all labor, materials, and equipment, and perform all work and services necessary to complete in a satisfactory manner the site preparation, excavation, filling, compaction and grading as shown on the plans and as described therein.

This work shall consist of all clearing and grading, removal of existing structures unless otherwise stated, preparation of the land to be filled, filling of the land, spreading and compaction of the fill, and all subsidiary work necessary to complete the grading of the cut and fill areas to conform with the lines, grades, slopes, and specifications.

This work is to be accomplished under the constant and continuous supervision of the Owner or his designated representative.

In these specifications the terms "approved" and "as directed" shall refer to directions to the Contractor from the Owner or his designated representative.

#### II. SUBSURFACE CONDITIONS

Prior to bidding the work, the Contractor shall examine, investigate and inspect the construction site as to the nature and location of the work, and the general and local conditions at the construction site, including, without limitation, the character of surface or subsurface conditions and obstacles to be encountered on and around the construction site; and shall make such additional investigation as he may deem necessary for the planning and proper execution of the work. Borings and/or soil investigations shall have been made. Results of these borings and studies will be made available by the Owner to the Contractor upon his request, but the Owner is not responsible for any interpretations or conclusions with respect thereto made by the Contractor on the basis of such information, and the Owner further has no responsibility for the accuracy of the borings and the soil investigations.

If conditions other than those indicated are discovered by the Contractor, the Owner should be notified immediately. The material which the Contractor believes to be a changed condition should not be disturbed so that the Owner can investigate the condition.

# III. <u>SITE PREPARATION</u>

Within the specified areas, all trees, brush, stumps, logs, tree roots, and structures scheduled for demolition shall be removed and disposed of.

All cut and fill areas shall be properly stripped. Topsoil will be removed to its full depth and stockpiled for use in finish grading. Any rubbish, organic and other objectionable soils, and other deleterious material, shall be disposed of off the site, or as directed by the Owner or his designated representative if on site disposal is provided. In no case shall such objectionable material be allowed in or under the fill unless specifically authorized in writing.

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Prior to the addition of fill, the original ground shall be compacted to job specifications as outlined below. Special notice shall be given to the proposed fill area at this time. If wet spots, spongy conditions, or ground water seepage is found, corrective measures must be taken before the placement of fill.

#### IV. FORMATION OF FILL AREAS

Fills shall be formed of satisfactory materials placed in successive horizontal layers of not more than eight (8) inches in loose depth for the full width of the cross section. The depth of lift may be increased if the Contractor can demonstrate the ability to compact a larger lift. If compaction is accomplished using hand-tamping equipment, lifts will be limited to 4-inch lose lifts.

All material entering the fill shall be free of organic matter such as leaves, grass, roots, and other objectionable material.

The operations on earth work shall be suspended at any time when satisfactory results cannot be obtained because of rain, freezing weather, or other unsatisfactory conditions. The Contractor shall keep the work areas graded to provide the drainage at all times.

The fill material shall be of the proper moisture content before compaction efforts are started. Wetting or drying of the material and manipulation to secure a uniform moisture content throughout the layer shall be required. Should the material be too wet to permit proper compaction or rolling, all work on all portions of the embankment thus affected shall be delayed until the material has dried to the required moisture content. The moisture content of the fill material should be no more than two (2) percentage points higher or lower than optimum unless otherwise authorized. Sprinkling shall be done with equipment that will satisfactorily distribute the water over the disced area.

Compaction operations shall be continued until the fill is compacted to not less than 90% above foundation elevation and 95% below foundation elevation, of the maximum density as determined in accordance with the latest ASTM D-1557 (Modified). Any areas inaccessible to a roller shall be consolidated and compacted by mechanical tampers. The equipment shall be operated in such a manner that hardpan, cemented gravel, clay or other chunky soil material will be broken up into small particles and become incorporated with the other material in the layer.

In the construction of filled areas, starting layers shall be placed in the deepest portion of the fill, and as placement progresses, additional layers shall be constructed in horizontal planes. If directed, original slopes shall be continuously, vertically benched to provide horizontal fill planes. The size of the benches shall be formed so that the base of the bench is horizontal and the back of the bench is vertical. As many benches as are necessary to bring the site to final grade shall be constructed. Filling operations shall begin on the lowest bench, with the fill being placed in horizontal eight (8) inch loose lifts unless otherwise authorized. The filling shall progress in this manner until the entire first bench has been filled, before any fill is placed on the succeeding benches. Proper

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drainage shall be maintained at all times during benching and filling of the benches, to insure that all water is drained away from the fill area.

When rock and other embankment material are excavated at approximately the same time, the rock shall be incorporated into the outer portion of the areas. Stones or fragmentary rock larger than four (4) inches in their greatest dimensions will not be allowed in the fill unless specifically authorized in writing. Rock fill shall be brought up in layers as specified or as directed, and every effort shall be exerted to fill the voids with the finer material to form a dense, compact mass. Rock or boulders shall be disposed of as deleterious material per Item III.

Frozen material shall not be placed in the fill nor shall the fill be placed upon frozen material.

The Contractor shall be responsible for the stability of all fills made under the contract, and shall replace any portion, which in the opinion of the Owner or his designated representative, has become displaced due to carelessness or negligence on the part of the Contractor. Fill damaged by inclement weather shall be repaired at the Contractor's expense.

# V. <u>SLOPE RATIO AND STORM WATER RUN-OFF</u>

Slopes shall not be greater than 2 (horizontal) to 1 (vertical) in both cut and fill, and storm water shall not be drained over the slopes.

# VI. <u>GRADING</u>

The Contractor shall furnish, operate, and maintain such equipment as is necessary to construct uniform layers, and control smoothness of grade for maximum compaction and drainage.

#### VII. COMPACTING

The compaction equipment shall be approved equipment of such design, weight, and quantity to obtain the required density in accordance with these specifications.

#### VIII. TESTING AND INSPECTION SERVICES

Testing and inspection services will be provided by the Owner.

#### IX. SPECIAL CONDITIONS

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#### BORING LOG TERMINOLOGY

# **Stratum Depth:**

Distance in feet and/or inches below ground surface.

#### **Stratum Elevation:**

Elevation in feet below ground surface elevation.

# **Description of Materials:**

Major types of soil material existing at boring location. Soil classification based on one of the following systems: Unified Soil Classification System., Ohio State Highway Classification System, Highway Research Board Classification System, Federal Aviation Authority Classification System, Visual Classification.

# Sample No.:

Sample numbers are designated consecutively, increasing with depth for each boring.

# Sample Type:

"A" Split spoon, 2" O.D., 1-3/8" I.D., 18" in length.

"B" Rock Core

"C" Shelby Tube 3" O.D. except where noted

"D" Soil Probe

"E" Auger Cuttings

"F" Sonic

# Sample Depth:

Depth below top of ground at which appropriate sample was taken.

# Blows per 6" on Sampler:

The number of blows required to drive a 2" O.D., 1-3/8" I.D., split spoon sampler, using a 140 pound hammer with a 30-inch free fall, is recorded for 6" drive increments. (Example: 3/8/9).

#### "N" Blows/Ft.:

Standard penetration resistance. This value is based on the total number of blows required for the last 12" of penetration. (Example: 3/8/9: N = 8 + 9 = 17)



#### Water Observations:

Depth of water recorded in test boring is measured from top of ground to top of water level. Initial depth indicates water level during boring, completion depth indicates water level immediately after boring, and depth after "X" number hours indicates water level after letting water rise or fall over a time period. Water observations in pervious soil are considered reliable ground water levels for that date. Water observations in impervious soils can not be considered accurate ground water measurements for that date unless records are made over several days' time. Factors such as weather, soil porosity, etc., will cause the ground water level to fluctuate for both pervious and impervious soils.

#### SOIL DESCRIPTION

#### Color:

When the color of the soil is uniform throughout, the color recorded will be such as brown, gray, or black and may be modified by adjectives such as light and dark. If the soil's predominant color is shaded by a secondary color, the secondary color precedes the primary color, such as: gray-brown, yellow-brown. If two major and distinct colors are swirled throughout the soil, the colors will be modified by the term mottled, such as: mottled brown and gray.

Particle Size	Visual	Soil Components							
Boulders	Larger than 8"	Major Component:	Minor Component Term						
Cobbles	8" to 3"	Gravel	Trace 1-10%						
Gravel - Coarse	3" to 3/4"	Sand	Some 11-35%						
- Fine	2 mm. To 3/4"	Silt	And 36-50%						
Sand - Coarse	2 mm. – 0.6 mm.	Clay							
	(Pencil lead size)								
<ul><li>Medium</li></ul>	0.6 mm. – 0.2mm.	Moisture Content							
	Table sugar and salt size)	Term	Relative Moisture						
– Fine	0.2 mm. – 0.06 mm.	Dry	Powdery						
	(Powdered sugar and	Damp	Moisture content						
	human hair size)		below plastic limit						
Silt	0.06  mm. - 0.002  mm.	Moist	Moisture content						
Clay	0.002 and smaller		above plastic limit						
A CONTRACTOR OF THE CONTRACTOR	(Particle size of both		but below liquid						
	Silt and Clay not visible		limit						
	To naked eye	Wet	Moisture content						
			Above liquid limit						

Condition of Soil Relative to Compactness
Granular Material

5 blows/ft. or less
6 to 10 blows/ft.
11 to 30 blows/ft.
30 to 50 blows/ft.
51 blows/ft. or more

# Condition of Soil Relative to Consistency Cohesive Material

Very Soft	3 blows/ft. or less
Soft	4 to 5 blows/ft.
Medium Stiff	6 to 10 blows/ft.
Stiff	11 to 15 blows/ft.
Very stiff	16 to 30 blows/ft.
Hard	31 blows/ft. or more



		UNIFIED CL	ASSIFIC	ATION S	YSTEM					
MAJOR DIVISIONS  GRAPH SYMBOL  LETTER SYMBOL  TYPICAL DESCRIPTIONS										
	GRAVEL AND CLEAN GRAVELS			GW	WELL-GRADED GRAVEL WELL-GRADED GRAVEL WITH SAND					
	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP	POORLY GRADED GRAVEL POORLY GRADED GRAVEL WITH SAND					
COARSE GRAINED	MORE THAN 50% OF COARSE	GRAVELS WITH FINES		GM	SILTY GRAVEL SILTY GRAVEL WITH SAND					
SOILS	FRACTION RETAINED ON NO. 4 SIEVE	APPRECIABLE AMT. OF FINES)		GC	CLAYEY GRAVEL CLAYEY GRAVEL WITH SAND					
MORE THAN 50% OF MATERIAL IS	SAND AND	CLEAN SAND		sw	WELL-GRADED SAND WELL-GRADED SAND WITH GRAVEL					
LARGER THAN NO. 200 SIEVE SIZE	SANDY SOILS	(LITTLE OR NO FINES)		SP	POORLY GRADED SAND POORLY GRADED SAND WITH GRAVEL					
	MORE THAN 50% OF COARSE	SANDS WITH FINES		SM	SILTY SAND SILTY SAND WITH GRAVEL					
	FRACTION PASSING NO. 4 SIEVE	(APPRECIABLE AMT. OF FINES)		sc	CLAYEY SAND CLAYEY SAND WITH GRAVEL					
		LIQUID LIMIT LESS THAN 50		ML	SILT, SILT WITH SAND, SANDY SILT GRAVELLY SILT, GRAVELLY SILT WITH SAND					
	SILT AND CLAYS			CL	LEAN CLAY WITH SAND, SANDY LEAN CLAY GRAVELLY LEAN CLAY WITH SAND					
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE			OL	ORGANIC CLAY, SANDY ORGANIC CLAY ORGANIC SILT, SANDY ORGANIC SILT WITH GRAVEL						
			МН	ELASTIC SILT WITH SAND, SANDY ELASTIC SILT GRAVELLY ELASTIC SILT WITH SAND						
	SILT AND CLAYS	LIQUID LIMIT GREATER THAN 50		СН	FAT CLAY WITH SAND, SANDY FAT CLAY GRAVELLY FAT CLAY WITH SAND					
			ОН	ORGANIC CLAY WITH SAND, SANDY ORGANIC CLAY, ORGANIC SILT, SANDY ORGANIC SILT						
	ANIC SOILS		PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS						
60 50	For classification of fin and fine-grained fraction grained soils.		/	.J.LIM						
	Equation of "A" - line Horizontal at PI=4 to L then PI=0.73 (LL-20)			/ OH	*ELINE					
PLASTICITY INDEX (PI)	Horizontal at PI=4 to LL=25.5, then PI=0.73 (LL-20)  Equation of "U" - line  Vertical at LL=16 to PI=7, then PI=0.9 (LL-8)									
ASTICIT.	/		/							
10 7 4	////CLIML///	ML or	OL							
0	10 16 20	30 40	50 LIQUID LIN		70 80 90 100 110					

#### Poorly graded sand with clay and gravel Poorly graded gravel with clay and sand Poorly graded gravel with silt and sand Poorly graded sand with silt and gravel Well-graded gravel with clay and sand Well-graded sand with clay and gravel Well-graded gravel with silt and sand Well-graded sand with silt and gravel Poorly graded gravel with sand Poorly graded sand with gravel Poorly graded gravel with clay Well-graded gravel with sand Well-graded sand with gravel Well-graded gravel with clay Poorly graded gravel with silt Poorly graded sand with clay Well-graded gravel with silt Poorly graded sand with silt Well-graded sand with clay Well-graded sand with silt Clayey gravel with sand Clayey sand with gravel Silty sand with gravel Silty gravel with sand Poorly graded gravel Well-graded gravel Poorly graded sand Well-graded sand Clayey gravel Group Name Clayey sand Silty gravel Silty sand Flow Chart for Visually Identifying Soils Based on ASTM D-2488 <15% gravel-≥15% gravel-<15% gravel-≥15% gravel-≥15% gravel-<15% gravel-<15% gravel ≥15% gravel <15% gravel ≥15% gravel ≥15% gravel <15% gravel ≥15% gravel ≥15% gravel <15% gravel <15% gravel ≥15% sand – <15% sand --≥15% sand -<15% sand -<15% sand -≥15% sand ->15% sand >15% sand <15% sand <15% sand >15% sand <15% sand >15% sand >15% sand <15% sand <15% sand GW-GM GP-GM SW-SM GW-GC SW-SC GP-GC SP-SM SP-SC GM A SM GW A gg SW SC GP SP fines=ML or MHfines=ML or MHfines=ML or MH fines=ML or MHfines=ML or MHfines=ML or MH fines=CL or CH Poorly graded Poorly graded Poorly graded Poorly graded Well-graded-Well-graded Well-graded Well-graded >15% fines -≥15% fines <5% fines → 10% fines → 10% fines % gravel > ≤ pues % % gravel GRAVEL SAND % sand

#### Gravelly elastic silt with sand Sandy elastic silt with gravel Gravelly lean clay with sand Sandy lean clay with gravel Gravelly fat clay with sand Sandy fat clay with gravel Gravelly silt with sand Elastic silt with gravel Sandy silt with gravel Lean clay with gravel Elastic silt with sand Lean clay with sand Gravelly elastic silt Fat clay with gravel Fat clay with sand Gravelly lean clay Sandy elastic silt Gravelly fat clay Sandy lean clay Silt with gravel Sandy fat clay Silt with sand Group Name Gravelly silt Elastic silt Sandy silt Lean clay Fat clay Flow Chart for Visually Identifying Soils Based on ASTM D-2488 % sand <% gravel % sand ≥% gravel % sand ≥% gravel % sand ≥% gravel % sand ≥% gravel % sand <% gravel % sand <% gravel % sand <% gravel <15% sand ≥15% sand <15% sand <15% sand >15% sand <15% sand >15% sand >15% sand <15% sand >15% sand <15% sand ≥15% sand <15% sand >15% sand ≥15% sand <15% sand 15-25% plus No. 200 < 15-25% plus No. 200 < 15-25% plus No. 200 = 15-25% plus No. 200 = <15% plus No. 200 <15% plus No. 200 <15% plus No. 200 <15% plus No. 200 % sand <% gravel % sand ≥% gravel % sand <% gravel % sand ≥% gravel % sand <% gravel % sand ≥% gravel % sand ≥% gravel % sand <% gravel <30% plus No. 200 < <30% plus No. 200 = <30% plus No. 200 = <30% plus No. 200 = >30% plus No. 200 < >30% plus No. 200 ≥30% plus No. 200 ≥30% plus No. 200

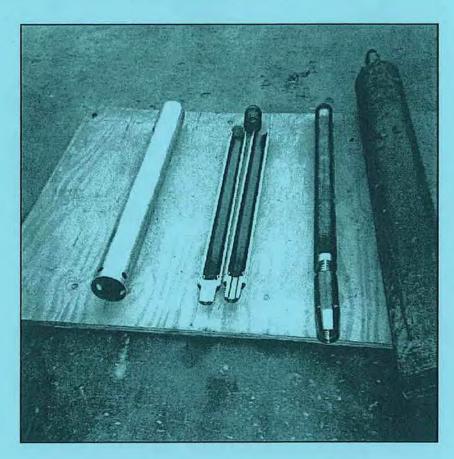
# STANDARD PENETRATION RESISTANCE (ASTM D1586)

The purpose of this test is to determine the relative consistency of the soils in a boring, or from boring over the site. This method consists of making a hole in the ground and driving a 2-inch O.D. split spoon sampler into the soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven 18 inches and the number of blows recorded for each 6 inches of penetration. Values of standard penetration (N) are determined in blows per foot, summarizing the flows required for the last two 6-inche increments of penetration.

Example: 2-6-8; N = 14

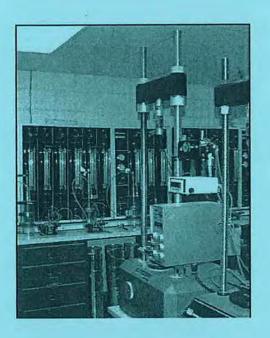
## THIN-WALLED SAMPLER (ASTM D1587)

The purpose of the thin-walled sampler is to recover a relatively undisturbed soil sample for laboratory tests. The sampler is a thin-walled seamless tube with a 3-inch outside diameter, which is hydraulically pressed into the ground, at a constant rate. The ends are then sealed to prevent soil moisture loss, and the tube is returned to the laboratory for tests.



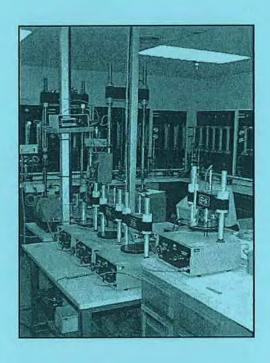


# **UNCONFINED COMPRESSION OR TRIAXIAL TESTS (ASTM D 2166)**



The unconfined compression test and the triaxial tests are performed to determine the shearing strength of the soil, to use in establishing its safe bearing capacity. In order to perform the unconfined compression test, it is necessary that the soil exhibit sufficient cohesion to stand in an unsupported cylinder. These tests are normally performed on samples which are 6.0 inches in height and 2.85 inches in diameter. In the triaxial test, various lateral stresses can be applied to more closely simulate the actual field conditions. There are several different types of triaxial tests. These are, however, normally performed on constant strain apparatus with a deformation rate of 0.05 inches per minute.

# **CONSOLIDATION TEST (ASTM D 2435)**

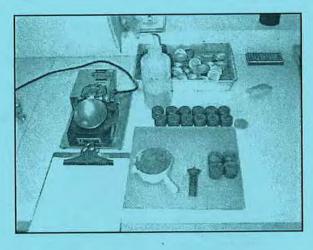


The purpose of this test is to determine the compressibility of the soil. This test is performed on a sample of soil which is 2.5 inches in diameter and 1.0 inch in height, and been trimmed from relatively has "undisturbed" samples. The test is performed with a lever system or an air activated piston for applying load. The loads are applied in increments and allowed to remain on the sample for a period of 24 hours. consolidation of the sample under each individual load is measured and a curve of void ratio vs. Pressure is obtained. From the information obtained in this manner and the column loads of the structure, it is possible to calculate the settlement of each individual building column. This information, together with the shearing strength of the soil, is used to determine the safe bearing capacity for a particular structure.



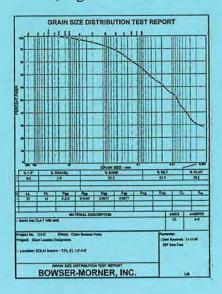
# REVISED TO ASTM D4318 ATTERBERG LIMITS (ASTM D423 AND D424)

These tests determine the liquid and plastic limits of soils having a predominant percentage of fine particle (silt and clay) sizes. The liquid limit of a soil is the moisture content expressed as a percent at which the soil changes from a liquid to a plastic state, and the plastic limit is the moisture content at which the soil changes from a plastic to a semi-solid state. Their difference is defined as the plasticity index (P.I. = L.L. - P.L.), which is the change in moisture content required to change the soil from a "semi-solid" to a liquid. These tests furnish information about the soil properties which is important in determining their relative swelling potential and their classifications.



# **MECHANICAL ANALYSIS (ASTM D422)**

This test determines the percent of each particle size of a soil. A sieve analysis is conducted on particle sizes greater than a No. 200 sieve (0.074 mm), and a hydrometer test on particles smaller than the No.200 sieve. The gradation curve is drawn through the points of cumulative percent of particle size, and plotted on semi-logarithmic paper for the combined sieve and hydrometer analysis. This test, together with the Atterberg Limits tests, is used to classify a soil.

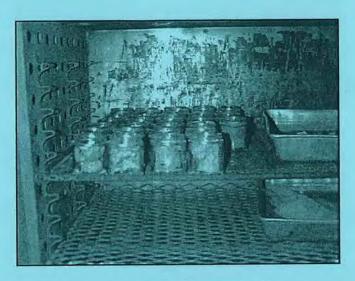






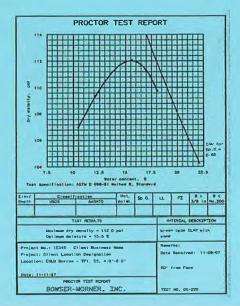
# **NATURAL MOISTURE CONTENT (ASTM D2216)**

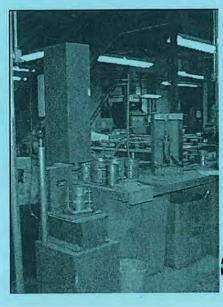
The purpose of this test is to indicate the range of moisture contents present in the soil. A wet sample is weighed, placed in the constant temperature oven at 105° for 24 hours, and re-weighed. The moisture content is the change in weight divided by the dry weight.



# **PROCTOR TESTS**

The purpose of these tests is to determine the maximum density and optimum moisture content of a soil. The Modified Proctor test is performed in accordance with ASTM D1557. The test is performed by dropping a 10-pound hammer 25 times from an 18-inch height on each of 5 equal layers of soil in a 1/30 cubic foot mold, which represents a compaction effort of 56,250 foot pounds per cubic foot. The moisture content is then raised, and this procedure is repeated. A moisture density curve is then plotted, with the density on the ordinate axis and the moisture on the abscissa axis. The moisture content at which the maximum density requirement can be achieved with a minimum compactive effort is designated as the optimum moisture content (O.M.C.). The Standard Proctor test is performed in accordance with ASTM D698. This test is similar to the Modified Proctor test and is performed by dropping a 5.5 pound hammer 25 times from a height of 12 inches on 3 equal layers of soil in a 1/30 cubic foot mold, which represents a compaction effort of 12,375 foot pounds per cubic foot. This test gives proportionately lower results than the Modified Proctor test.







CLIE	CLIENT					JOB NO.											
	Village of Covington			206385													
PROJ	PROJECT Soil Study for Proposed Covington Park Project, North Grant Street, Covington, Ohio					PLETED 8/10/22				Т	<b>P-1</b>						
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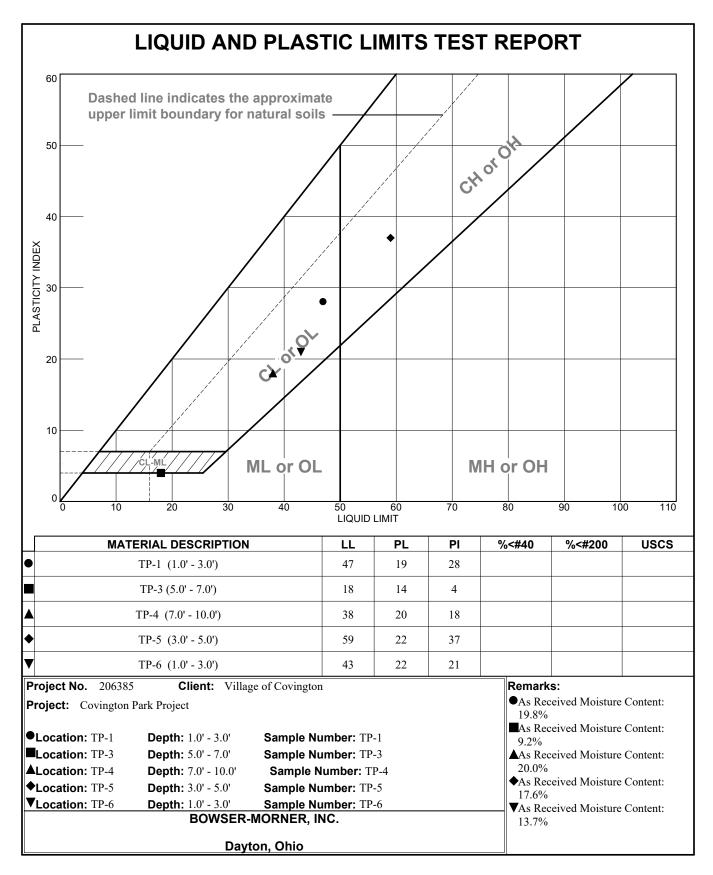
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### **Moisture Content of Soil**

**ASTM (D-2216)** 



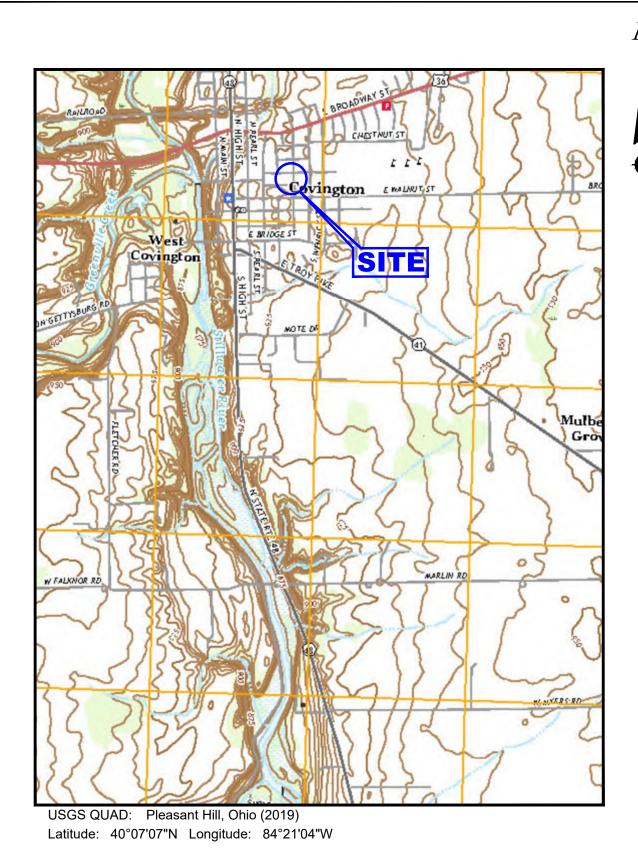
Client: Village of Covington

Project: Covington Park Project

Work Order No.: 206385

Date: 09/03/22

Boring	Sample		·	
Number	Number	Depth, (ft)	Depth, (m)	Moisture Content, (%)
TP-1		1.0 - 3.0	0.3 - 0.9	19.8
TP-2		7.0 - 9.0	2.1 - 2.7	9.2
TP-3		5.0 - 7.0	1.5 - 2.1	9.2
TP-4		7.0 - 10.0	2.1 - 3.0	20.0
TP-5		3.0 - 5.0	0.9 - 1.5	17.6
TP-6		1.0 - 3.0	0.3 - 0.9	13.7



VICINITY MAP

Soil Study for Proposed Covington Park Project, North Grant Street, Covington, Ohio

Client: Village of Covington

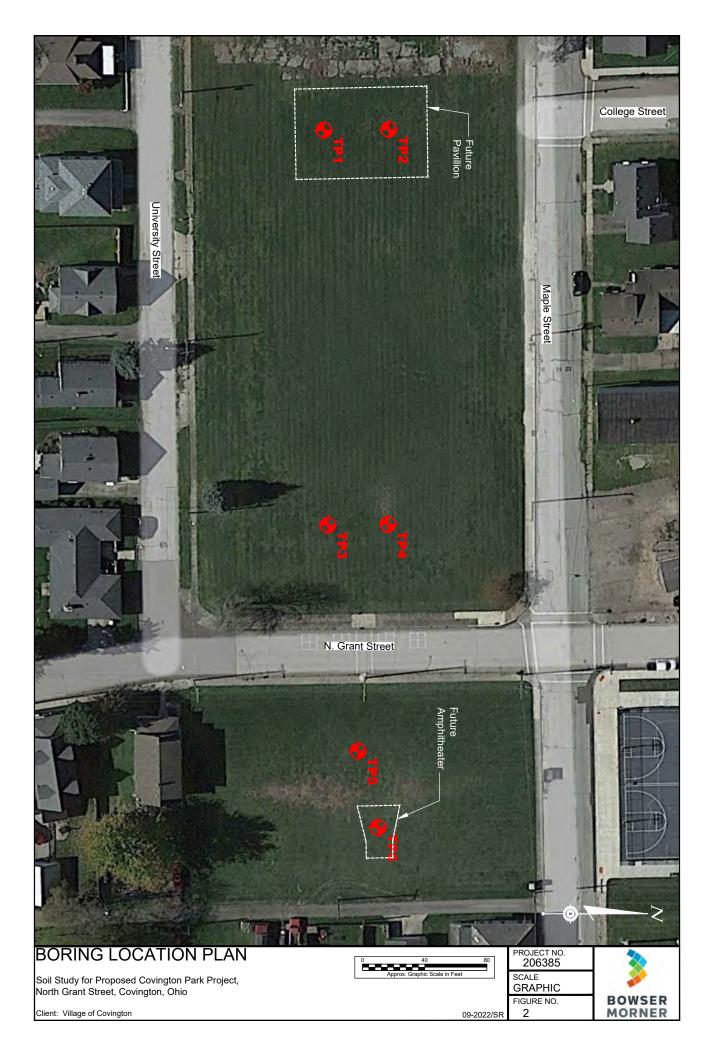
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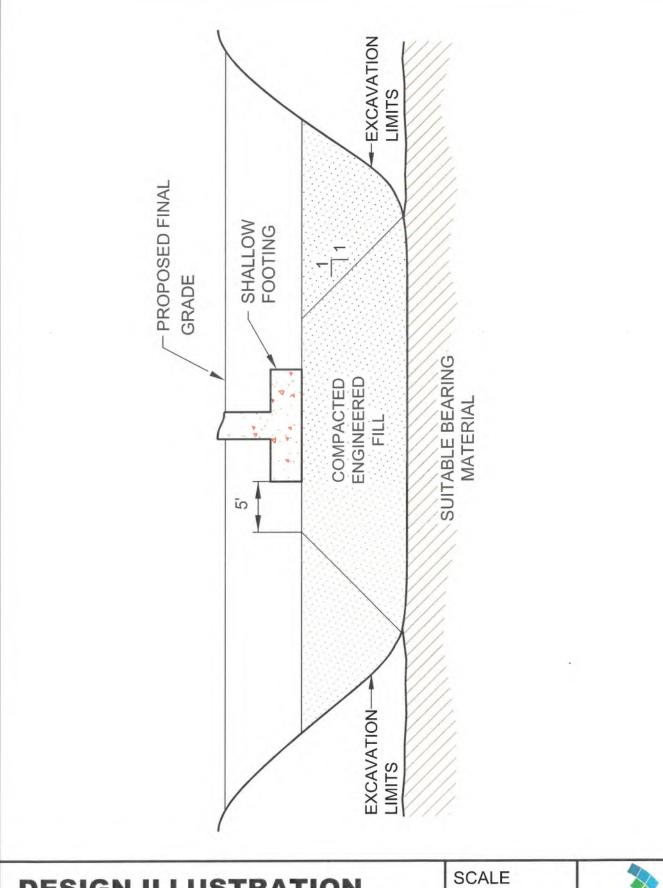
206385 SCALE 1"=2000'

PROJECT NO.

1"=2000' FIGURE NO. 1







DESIGN ILLUSTRATION
SHALLOW FOOTINGS IN AN
UNDERCUT AREA

SCALE NONE

FIGURE NO. 3



### **ENGINEERING & ENVIRONMENTAL SERVICES:**

Geotechnical Engineering Subsurface Exploration Civil Engineering Environmental Services Due Diligence Permitting

### **LABORATORY SERVICES:**

Geotechnical Laboratories
Construction Materials Laboratories
Mineral Aggregates
Concrete
Stone & Masonny

Stone & Masonry

Asphalt

**Analytical Services Laboratories** 

**Industrial Minerals** 

**Product Testing** 

Mechanical/Metallurgical Testing

**Calibration Services** 

**Chemistry Laboratory** 

**Consulting Geology** 

Radon Reference Laboratory

### **CONSTRUCTION SUPPORT SERVICES:**

General Construction Construction Quality Assurance Building Code Special Inspections Transportation Projects:

- Contractor QA/QC
- Material Supplier QA/QC
- Owner Quality Assurance

Materials Consulting:

- Construction Engineering



### TITLE 18, U.S.C., SECTION §874

### KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

(June 25, 1948, ch. 645, 62 Stat. 740; Pub. L. 103–322, title XXXIII, §330016(1)(K), Sept. 13, 1994, 108 Stat. 2147.)

Historical and Revision Notes

Based on section 276b of title 40, U.S.C., 1940 ed., Public Buildings, Property, and Works (June 13, 1934, ch. 482, §1, 48 Stat. 948).

Slight changes of phraseology were made.

### Amendments

1994—Pub. L. 103-322 substituted "fined under this title" for "fined not more than \$5,000".

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

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

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
- 2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
- 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.

- 5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
- 6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.
- 8. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State

Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE:

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

### CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
- b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
- d That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
- g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

1/18/23, 1:26 PM PW Rates

## STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

### **Public Authority Information**

Owner/Public Authority Name: Department Division or Agency:	Village of Covington	Date: 01/18/2023 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will
Street Address:	1 South High Street	be returned to the sender.
Address 2:		ODOC Date Stamp
City, OH	Covington, Ohio	
ZIP:	45318	
Email:	kyle.hinkelman@villageofcov It is required that you list your e-mail address here.	
County of Public Authority:	MIAMI 🕶	
P.A. Phone:	9374733420	

### **Project Information**

Project Name:	New Amphitheater and Site Work	ODOC Date Stamp (Bld Tab)
,	-1	11
		<u> </u>

1/18/23, 1:26 PM PW Rates

10/23, 1.20 FIVI	FW Rates
Site Address:	25 N. Grant Street
City, OH	Covington, Ohio
ZIP:	45318
County of Project:	MIAMI ~
Prevailing Wage Coordinator Name	Mr. Kyle Hinkelman
Address:	1 South High Street
City,	Covington, Ohio
ZIP:	45318
Phone:	9374733420
Issuing Authority of Bonds:	N/A
Estimated Total Overall Project Cost:	633,000.00
Type of Financing:	Local
Type of Construction:	New Construction  Old Construction
This Project is	○ Residential
Expected Date of Contract Award:	3/3/2023 example 05/31/98
Projected Completion Date:	3/15/2024 example 05/31/98
Project Comments:	
	(optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our Webmaster with questions or comments.

LAW 1002

Name of Union: Asbestos Local 207 OH

Change #: LCN01-2018fbLoc207OH

Craft: Asbestos Worker Effective Date: 08/23/2018 Last Posted: 08/23/2018

	BHR		Frin	ringe Benefit Payments			Irrevo Fui		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

### **Special Calculation Note:**

### Ratio:

3 Journeymen to 1 Trainee

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

ADAMS, ASHLAND, ASHTABULA\*, ATHENS, AUGLAIZE, BROWN, BUTLER\*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN\*, WAYNE

### Special Jurisdictional Note: Butler County: (townships of

Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). 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) Erie County:(post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

### **Details:**

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.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

Name of Union: Asbestos Local 50 Zone 2

**Change #: LCN-02 2022sksLoc50** 

Craft: Asbestos Worker Effective Date: 07/01/2022 Last Posted: 07/01/2022

	В	HR		Fring	ge Bene	fit Payr	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	\$3:	3.39	\$7.95	\$8.10	\$0.50	\$0.00	\$3.25	\$0.05	\$0.00	\$0.00	\$53.24	\$69.93
Firestop Technician	\$3:	3.39	\$7.95	\$8.10	\$0.50	\$0.00	\$3.25	\$0.05	\$0.00	\$0.00	\$53.24	\$69.93
Apprentice	Per	cent										
1st year	57.67	\$19.26	\$7.71	\$0.00	\$0.44	\$0.00	\$0.35	\$0.05	\$0.00	\$0.00	\$27.81	\$37.43
2nd year	69.75	\$23.29	\$7.95	\$0.95	\$0.44	\$0.00	\$0.65	\$0.05	\$0.00	\$0.00	\$33.33	\$44.97
3rd year	80.94	\$27.03	\$7.95	\$2.38	\$0.44	\$0.00	\$1.00	\$0.05	\$0.00	\$0.00	\$38.85	\$52.36
4th year	89.22	\$29.79	\$7.95	\$2.38	\$0.44	\$0.00	\$1.00	\$0.05	\$0.00	\$0.00	\$41.61	\$56.51

Special Calculation Note: \*other is labor mgt training fund

### Ratio:

1 Journeyman to 1 Apprentice

4 Journeymen to 1 Apprentice thereafter

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

CHAMPAIGN, CLARK, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE

**Special Jurisdictional Note**: In Butler County the following townships are included: (Lemon Twp, Madison Twp) In Warren County the following townships are included: (Clear Creek Twp, Franklin Twp, Massie Twp, Turtle Creek Twp, Wayne Twp)

#### Details:

Name of Union: Boilermaker Local 105

Change #: LCN02-2013fbLoc 105

Craft: Boilermaker Effective Date: 10/01/2013 Last Posted: 09/25/2013

	Bl	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Boilermaker	\$3:	5.26	\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	Per	cent										
1st 6 months	70.03	\$24.69	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	75.02	\$26.45	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	80.00	\$28.21	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	85.02	\$29.98	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	87.52	\$30.86	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	90.03	\$31.74	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	92.50	\$32.62	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	95.00	\$33.50	\$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:**

Name of Union: Bricklayer Local 22

Change #: LCN01-2022sksLoc22

Craft: Bricklayer Effective Date: 06/01/2022 Last Posted: 06/01/2022

Clait . Bricklayer		HR				fit Pay			Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	Classification											
Bricklayer Stone Mason Refractory	\$30	0.15	\$9.25	\$6.89	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.86	\$61.93
Pointer/Caulker/Cleaner	\$30	0.15	\$9.25	\$6.89	\$0.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.86	\$61.93
Improver Apprentices 25 day probationary period then												
1st 6 months	\$19	9.60	\$9.25	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.32	\$39.12
2nd 6 months	\$22	2.61	\$9.25	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.33	\$43.64
3rd 6 months	\$2:	5.63	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.94	\$53.75
4th 6 months	\$28	8.64	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.95	\$58.27
Bricklayer Stone Mason Refractory and PCC Apprecntice	Per	cent										
1st 6 months	60.00	\$18.09	\$9.25	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.81	\$36.85
2nd 6 months	65.00	\$19.60	\$9.25	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.32	\$39.12
3rd 6 months	70.02	\$21.11	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.42	\$46.98
4th 6 months	75.00	\$22.61	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.92	\$49.23
5th 6 months	80.00	\$24.12	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.43	\$51.49
6th 6 months	85.00	\$25.63	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.94	\$53.75
7th 6 months	90.00	\$27.13	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.44	\$56.01
8th 6 months	95.00	\$28.64	\$9.25	\$5.59	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.95	\$58.27
Mason Trainee-1-90 Days	45.00	\$13.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.57	\$20.35
91-365 Days	45.00	\$13.57	\$9.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.82	\$29.60
2nd Year	50.00	\$15.08	\$9.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.32	\$31.86

**Special Calculation Note**: Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page. Apprentice and Apprentice Improver, Health and Welfare after 60 days. Mason Trainees Health and

Welfare after 90 days.

### Ratio:

Bricklayer Stone Mason Refractory Worker:

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

### Mason Trainee Ratio:

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

Ratio of Improver Apprentices to Journeymen in no case shall their be no more than 1 Improver Apprentice to 6 Journeymen

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

### **Details:**

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

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

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE\*, SHELBY

<sup>\*\*\*</sup>In order to utilize a Pre-Apprentice, you must have 1 registered apprentice in your employ\*\*\*.

Name of Union: Bricklayer Local 22 Tile Finisher

Change #: LCN01-2022sksLoc22

Craft: Bricklayer Effective Date: 08/12/2022 Last Posted: 08/12/2022

	В	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Bricklayer Tile Marble Terrazzo Finisher	\$25.86		\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.83	\$48.76
Base Machine	\$2	6.36	\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.33	\$49.51
Apprentice	Per	cent										
1st 6 months 0- 600 hrs	60.00	\$15.52	\$3.25	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.23	\$26.98
2nd 6 months 601-1200 hrs	65.00	\$16.81	\$3.25	\$0.00	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.52	\$28.92
3rd 6 months 1201-1800 hrs	70.00	\$18.10	\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.07	\$37.12
4th 6 months 1801-2400	75.00	\$19.39	\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.37	\$39.06
5th 6 months 2401-3000 hrs	80.00	\$20.69	\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.66	\$41.00
6th 6 months 3001-3600 hrs	90.00	\$23.27	\$3.25	\$6.26	\$0.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.24	\$44.88
TMT Helper- May enter Apprentice Program after 90 day completionr												

First 90	45.00	\$11.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11.64	\$17.46
Days												

**Special Calculation Note**: Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page. \*\*\*Medical Savings Account\*\*\*: The Medical Savings Account can only be deducted providing employee shows proof voluntary enrollment in the program. Minimum contribution of \$1.00 per hourworked with no maximum.

#### Ratio:

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

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

AUGLAIZE, CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HARDIN, HIGHLAND, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE\*, SHELBY

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

#### **Details:**

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

Name of Union: Bricklayer Local 22 Tile Mechanics

Change #: LCN01-2022sksLoc22

Craft: Bricklayer Effective Date: 08/12/2022 Last Posted: 08/12/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Bricklayer Tile Marble Terrazzo Mechanics	\$28.95		\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.80	\$58.27
Terrazzo Worker	\$23	8.95	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.80	\$58.27
Apprentice	Per	cent										
1st 6 Months	60.00	\$17.37	\$8.27	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.18	\$34.86
2nd 6 Months	65.00	\$18.82	\$8.27	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.63	\$37.04
3rd 6 Months	70.02	\$20.27	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.12	\$45.26
4th 6 Months	75.00	\$21.71	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.56	\$47.42
5th 6 months	80.00	\$23.16	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.01	\$49.59
6th 6 months	85.00	\$24.61	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.46	\$51.76
7th 6 months	90.00	\$26.05	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.91	\$53.93
8th 6 months	95.00	\$27.50	\$8.27	\$6.04	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.35	\$56.10

Special Calculation Note: Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

### Ratio:

5 Journeymen to 1 Apprentice 10 Journeymen to 2 Apprentice

15 Journeymen to 3 Apprentice

20 Journeymen to 4 Apprentice

25 Journeymen to 5 Apprentice

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

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE\*, SHELBY

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

#### **Details:**

\*\*(Tile layers work)the laying,cutting or setting of all tile where used for floors,walls, ceilings, walks, promenade roofs,stair treads,stair risers,facings,hearths,fireplaces & decorative inserts together with any marble plinths, thresholds or window stools used in connection with any tile work.the building, shaping forming construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, & the setting & preparing of all material such as cement,plaster,mortar,brickwork,iron work or other materials necessary for the proper,safe construction & completion of such work:except that a mantel made exclusively of brick, marble or stone shall be conceded to be bricklayers,marble setters or stonemasons' work respectively.

- \*\*Marble,mosaic,venetian enamel & terrazzo. Cutting and assembling of mosaics.all rolling of terrazzo work.
- \*\*Caulking of all expansion, perimeter & angle joints shall be the exclusive work of the tile mechanic.
- \*\*Marble masons shall consist of carving, cutting & setting of all marble, slate (including blackboards) stone, albereen, carrara, sanionyx, vitrolite & similar opaque glass, scagliola, what ever thickness or dimension.

Name of Union: Carpenter Floorlayer SW District G

Change #: LCN01-2022sksLocSWDayton

Craft: Carpenter Effective Date: 09/14/2022 Last Posted: 09/14/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Class	sification												
Carpenter Floorlayer	\$2	7.98	\$8.17	\$6.95	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$45.86	\$59.85	
Apprentice	Per	cent											
1st 3 months	65.00	\$18.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.19	\$27.28	
2nd 3 months	65.00	\$18.19	\$8.17	\$0.00	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$29.12	\$38.21	
2nd 6 months	65.00	\$18.19	\$8.17	\$0.00	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$29.12	\$38.21	
3rd 6 months	70.00	\$19.59	\$8.17	\$0.00	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$30.52	\$40.31	
4th 6 months	75.00	\$20.98	\$8.17	\$0.00	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$31.92	\$42.41	
5th 6 months	80.00	\$22.38	\$8.17	\$6.95	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$40.26	\$51.46	
6th 6 months	85.00	\$23.78	\$8.17	\$6.95	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$41.66	\$53.55	
7th 6 months	90.00	\$25.18	\$8.17	\$6.95	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$43.06	\$55.65	
8th 6 months	95.00	\$26.58	\$8.17	\$6.95	\$0.50	\$0.00	\$2.12	\$0.14	\$0.00	\$0.00	\$44.46	\$57.75	

Special Calculation Note: Other fs for UBC National Fund and Install

### Ratio:

1 Journeymen to 1 Apprentice

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

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

### **Special Jurisdictional Note:**

#### **Details:**

Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls,

floors, counter, sink, table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials. Resilient Floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile, whether nailed or glued.

Name of Union: Carpenter Millwright Local 1090 SW Zone II

Change # : LCN01-20212sksLoc1066

Craft: Carpenter Effective Date: 09/14/2022 Last Posted: 09/14/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Carpenter Millwright	\$32	2.41	\$8.08	\$6.95	\$0.57	\$0.00	\$7.32	\$0.17	\$0.00	\$0.00	\$55.50	\$71.70
Apprentice	Per	rcent										
1st 6 months	60.00	\$19.45	\$8.08	\$4.27	\$0.57	\$0.00	\$4.39	\$0.17	\$0.00	\$0.00	\$36.93	\$46.65
2nd 6 months	65.00	\$21.07	\$8.08	\$4.61	\$0.57	\$0.00	\$4.76	\$0.17	\$0.00	\$0.00	\$39.26	\$49.79
3rd 6 months	70.00	\$22.69	\$8.08	\$4.94	\$0.57	\$0.00	\$5.12	\$0.17	\$0.00	\$0.00	\$41.57	\$52.91
4th 6 months	75.00	\$24.31	\$8.08	\$5.28	\$0.57	\$0.00	\$5.49	\$0.17	\$0.00	\$0.00	\$43.90	\$56.05
5th 6 months	80.00	\$25.93	\$8.08	\$5.61	\$0.57	\$0.00	\$5.86	\$0.17	\$0.00	\$0.00	\$46.22	\$59.18
6th 6 months	85.00	\$27.55	\$8.08	\$5.95	\$0.57	\$0.00	\$6.22	\$0.17	\$0.00	\$0.00	\$48.54	\$62.31
7th 6 months	90.00	\$29.17	\$8.08	\$6.28	\$0.57	\$0.00	\$6.59	\$0.17	\$0.00	\$0.00	\$50.86	\$65.44
8th 6 months	95.00	\$30.79	\$8.08	\$6.62	\$0.57	\$0.00	\$6.95	\$0.17	\$0.00	\$0.00	\$53.18	\$68.57

Special Calculation Note: Other (\$0.17) \$0.12 National Fund and \$0.05 for National Millwright Fund.

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3 Journeymen to 1 Apprentice

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

CHAMPAIGN, CLARK, DARKE, GREENE, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY

### **Special Jurisdictional Note:**

**Details:** 

Name of Union: Carpenter NE District Industrial Dock & Door

Change #: LCN01-2014fbCarpNEStatewide

Craft: Carpenter Effective Date: 03/05/2014 Last Posted: 03/05/2014

	Bl	HR		Fring	ge Bene	fit Payn	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

#### Ratio:

1 Journeymen to 1 Trainee

### 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**: Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

### **Details:**

10/27/10 New Contract jc

Name of Union: Carpenter & Pile Driver SW Zone 1

**Change #: LCR01-2022sksLoc126** 

Craft: Carpenter Effective Date: 06/29/2022 Last Posted: 06/29/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui	- 1	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Carpenter	er \$29.50		\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$47.17	\$61.92
Pile Driver	\$29	9.50	\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$47.17	\$61.92
Apprentice	Per	cent										
1st 3 Months	60.00	\$17.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.70	\$26.55
2nd 3 Months	60.00	\$17.70	\$7.93	\$0.00	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$28.42	\$37.27
2rd 6 Months	60.00	\$17.70	\$7.93	\$0.00	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$28.42	\$37.27
3th 6 Months	65.02	\$19.18	\$7.93	\$0.00	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$29.90	\$39.49
4th 6 Months	65.02	\$19.18	\$7.93	\$0.00	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$29.90	\$39.49
5th 6 Months	70.00	\$20.65	\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$38.32	\$48.65
6th 6 Months	75.00	\$22.12	\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$39.80	\$50.86
7th 6 Months	80.00	\$23.60	\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$41.27	\$53.07
8th 6 Months	85.02	\$25.08	\$7.93	\$6.95	\$0.50	\$0.00	\$2.15	\$0.14	\$0.00	\$0.00	\$42.75	\$55.29

Special Calculation Note: Other is for UBC National Fund

### Ratio:

1 Journeyman to 1 Apprentice

3 Journeyman to 1 Apprentice

5 Journeyman to 1 Apprentice

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

CHAMPAIGN, CLARK, DARKE, GREENE, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY

### **Special Jurisdictional Note:**

#### **Details:**

Carpenter duties shall include but not limited to: Pile driving,

milling,fashioning,joining,assembling,erecting,fastening, or dismantling of all material of wood,plastic,metal,fiber,cork,and composition, and all other substitute materials: pile driving,cutting,fitting,and placing of lagging, and the handling,cleaning,erecting,installing,and dismantling of machinery,equipment,and erecting pre-engineered metal buildings.

Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jetted, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Name of Union: Carpenter & Pile Driver SW District HevHwy

**Change #: LCN01-2022sksLoc126** 

Craft: Carpenter Effective Date: 05/11/2022 Last Posted: 05/11/2022

	Bl	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Journeyman	\$32	2.48	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$52.29	\$68.53
Apprentice	Per	cent										
1st 6 Months	60.00	\$19.49	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$39.30	\$49.04
2nd 6 Months	65.00	\$21.11	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$40.92	\$51.48
3rd 6 Months	70.00	\$22.74	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$42.55	\$53.91
4th 6 Months	75.00	\$24.36	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$44.17	\$56.35
5th 6 Months	80.00	\$25.98	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$45.79	\$58.79
6th 6 Months	85.00	\$27.61	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$47.42	\$61.22
7th 6 Months	90.00	\$29.23	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$49.04	\$63.66
8th 6 Months	95.00	\$30.86	\$8.25	\$6.95	\$0.50	\$0.00	\$3.97	\$0.14	\$0.00	\$0.00	\$50.67	\$66.09

Special Calculation Note: Other is UBC National Fund.

#### Ratio:

1 Journeymen to 1 Apprentice

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

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

#### **Special Jurisdictional Note:**

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

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

#### **Details:**

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants.

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

Name of Union: Cement Mason Bricklayer Local 97 HevHwy A

Change #: LCN01-2022sksHvyHwy

Craft: Bricklayer Effective Date: 06/08/2022 Last Posted: 06/08/2022

	B	HR		Fring	ge Bene	fit Payn	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Cement Mason Bricklayer Sewer Water Works A	yer		\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.95	\$65.65
Apprentice	Percent											
1st year	70.00	\$21.98	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.53	\$51.52
2nd year	80.00	\$25.12	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.67	\$56.23
3rd year	90.00	\$28.26	\$9.75	\$8.30	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.81	\$60.94

Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

#### Ratio:

3 Journeymen to 1 Apprentice

6 Journeymen to 2 Apprentice

9 Journeymen to 3 Apprentice

12 Journeymen to 4 Apprentice

15 Journeymen to 5 Apprentice

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

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS. MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

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

Name of Union: Cement Mason Bricklayer Local 97 HevHwy B

Change #: LCN01-2022sksHvyHwy

Craft: Bricklayer Effective Date: 06/08/2022 Last Posted: 06/08/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$32.39		\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.95	\$67.15
Apprentice	Percent											
1st year	70.00	\$22.67	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.23	\$52.57
2nd year	80.00	\$25.91	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.47	\$57.43
3rd year	90.00	\$29.15	\$9.75	\$8.30	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.71	\$62.29

Special Calculation Note: NOT FOR BUILDING CONSTRUCTION.

#### Ratio:

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

12 Journeymen to 4 Apprentice

15 Journeymen to 5 Apprentice

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

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, SUMMIT,

### TRUMBULL, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

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

Name of Union: Cement Mason Local 132 (Dayton)

**Change #: LCN01-2022sksLoc132** 

Craft: Cement Effective Date: 06/01/2022 Last Posted: 06/01/2022

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Cement Mason	\$26.82		\$7.95	\$7.35	\$0.75	\$0.00	\$2.25	\$0.06	\$0.00	\$0.00	\$45.18	\$58.59
Apprentice	Per	cent										
1st Six Months	70.00	\$18.77	\$7.95	\$7.35	\$0.75	\$0.00	\$2.25	\$0.06	\$0.00	\$0.00	\$37.13	\$46.52
2nd Six Months	80.00	\$21.46	\$7.95	\$7.35	\$0.75	\$0.00	\$2.25	\$0.06	\$0.00	\$0.00	\$39.82	\$50.54
3rd Six Months	90.00	\$24.14	\$7.95	\$7.35	\$0.75	\$0.00	\$2.25	\$0.06	\$0.00	\$0.00	\$42.50	\$54.57

**Special Calculation Note :** No special calculations for this skilled craft wage rate are required at this time. \*Other is International Training

#### Ratio:

2 Journeymen to 1 Apprentice

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

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE, SHELBY

#### **Special Jurisdictional Note:**

#### **Details:**

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

Name of Union: Cement Mason Statewide HevHwy

Change #: OCR01-2022sksCementHevHwy

Craft: Cement Mason Effective Date: 05/05/2022 Last Posted: 05/05/2022

	Bl	HR		Fring	ge Bene	fit Payn	ments		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Cement Mason	\$32.49		\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$51.26	\$67.50
Apprentice	Percent											
1st Year	70.00	\$22.74	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$41.51	\$52.88
2nd Year	80.00	\$25.99	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.76	\$57.76
3rd Year	90.00	\$29.24	\$8.45	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$48.01	\$62.63

Special Calculation Note: Other \$0.07 is for International Training Fund

#### Ratio:

1 Journeymen to 1 Apprentice 2 to 1 thereafter

### 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**: (A) 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.

\*For Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facility Construction work in the following Counties: Ashtabula, Cuyahoga, Fulton, Geauga, Hancock, Henry, Lake, Lucas, Putnam and Wood Counties, those counties will use the Cement Mason Statewide Heavy Highway Exhibit B District 1 Wage Rate.

#### **Details:**

This rate replaces the previous Cement Mason Heavy Highway Statewide Rates (Exhibit A and Exhibit B rates), except for Cement Mason Statewide Heavy Highway Exhibit B Dist 1. sks

Name of Union: Electrical Local 71 DOT Traffic Signal Highway Lighting American Line Builders

Change #: LCNO1-2022sksLoc71DOTClev

Craft: Lineman Effective Date: 08/04/2022 Last Posted: 08/04/2022

	BHR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifi	cation										
Electrical Lineman	\$41.52	\$7.00	\$1.25	\$0.42	\$0.00	\$7.89	\$0.06	\$0.00	\$0.00	\$58.14	\$78.90
Traffic Signal & Lighting Journeyman	\$39.93	\$7.00	\$1.20	\$0.40	\$0.00	\$7.59	\$0.06	\$0.00	\$0.00	\$56.18	\$76.15
Equipment Operator	\$36.47	\$7.00	\$1.09	\$0.36	\$0.00	\$6.93	\$0.06	\$0.00	\$0.00	\$51.91	\$70.15
Groundman 0 to 12 months (W/O CDL)	\$22.11	\$7.00	\$0.66	\$0.22	\$0.00	\$4.20	\$0.06	\$0.00	\$0.00	\$34.25	\$45.31
Groundman 0 to 12 Months (W CDL)	\$24.16	\$7.00	\$0.72	\$0.24	\$0.00	\$4.59	\$0.06	\$0.00	\$0.00	\$36.77	\$48.85
Groundman greater than 1 year (W CDL)	\$26.21	\$7.00	\$0.79	\$0.26	\$0.00	\$4.98	\$0.06	\$0.00	\$0.00	\$39.30	\$52.41
Traffic Apprentice											
1st 1000 hrs	\$23.96	\$7.00	\$0.72	\$0.24	\$0.00	\$4.55	\$0.06	\$0.00	\$0.00	\$36.53	\$48.51
2nd 1000 hrs	\$25.95	\$7.00	\$0.78	\$0.26	\$0.00	\$4.93	\$0.06	\$0.00	\$0.00	\$38.98	\$51.96
3rd 1000 hrs	\$27.95	\$7.00	\$0.84	\$0.28	\$0.00	\$5.31	\$0.06	\$0.00	\$0.00	\$41.44	\$55.42
4th 1000 hrs	\$29.95	\$7.00	\$0.90	\$0.30	\$0.00	\$5.69	\$0.06	\$0.00	\$0.00	\$43.90	\$58.87
5th 1000 hrs	\$31.94	\$7.00	\$0.96	\$0.32	\$0.00	\$6.07	\$0.06	\$0.00	\$0.00	\$46.35	\$62.32
6th 1000 hrs	\$35.94	\$7.00	\$1.08	\$0.36	\$0.00	\$6.83	\$0.06	\$0.00	\$0.00	\$51.27	\$69.24

Lineman	Per	cent										
Apprentice												
1st 1,000 Hours	60.00	\$24.91	\$7.00	\$0.75	\$0.25	\$0.00	\$4.73	\$0.06	\$0.00	\$0.00	\$37.70	\$50.16
2nd 1,000 Hours	65.00	\$26.99	\$7.00	\$0.81	\$0.27	\$0.00	\$5.13	\$0.06	\$0.00	\$0.00	\$40.26	\$53.75
3rd 1,000 Hours	70.00	\$29.06	\$7.00	\$0.87	\$0.29	\$0.00	\$5.52	\$0.06	\$0.00	\$0.00	\$42.80	\$57.34
4th 1,000 Hours	75.00	\$31.14	\$7.00	\$0.93	\$0.31	\$0.00	\$5.92	\$0.06	\$0.00	\$0.00	\$45.36	\$60.93
5th 1,000 Hours	80.00	\$33.22	\$7.00	\$1.00	\$0.33	\$0.00	\$6.31	\$0.06	\$0.00	\$0.00	\$47.92	\$64.52
6th 1,000 Hours	85.00	\$35.29	\$7.00	\$1.06	\$0.35	\$0.00	\$6.71	\$0.06	\$0.00	\$0.00	\$50.47	\$68.12
7th 1,000 Hours	90.00	\$37.37	\$7.00	\$1.12	\$0.37	\$0.00	\$7.10	\$0.06	\$0.00	\$0.00	\$53.02	\$71.70

Special Calculation Note: Other is for Safety and Education Fund

#### Ratio:

1 Journeymen to 1 Apprentice

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

AUGLAIZE, CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, SHELBY

#### **Special Jurisdictional Note:**

#### **Details:**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

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

Change #: LCN01-2022ibLoc7

Craft: Lineman Effective Date: 01/03/2023 Last Posted: 12/28/2022

	BHR		Fring	ge Bene	fit Payr	nents		Irrevo		Total	Overtime
								Fui		PWR	Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Certified Lineman Welder	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Certified Cable Splicer	\$47.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Operator A	\$42.31	\$7.00	\$1.27	\$0.42	\$0.00	\$10.15	\$0.60	\$0.00	\$0.00	\$61.75	\$82.90
Operator B	\$37.47	\$7.00	\$1.12	\$0.37	\$0.00	\$8.99	\$0.60	\$0.00	\$0.00	\$55.55	\$74.28
Operator C	\$30.14	\$7.00	\$0.90	\$0.30	\$0.00	\$7.23	\$0.60	\$0.00	\$0.00	\$46.17	\$61.24
Groundman 0-12 months Exp	\$23.61	\$7.00	\$0.71	\$0.24	\$0.00	\$5.67	\$0.60	\$0.00	\$0.00	\$37.83	\$49.64
Groundman 0-12 months Exp w/CDL	\$25.97	\$7.00	\$0.78	\$0.26	\$0.00	\$6.23	\$0.60	\$0.00	\$0.00	\$40.84	\$53.82
Groundman 1 yr or more	\$25.97	\$7.00	\$0.78	\$0.26	\$0.00	\$6.23	\$0.60	\$0.00	\$0.00	\$40.84	\$53.82
Groundman 1 yr or more w/CDL	\$30.69	\$7.00	\$0.92	\$0.31	\$0.00	\$7.37	\$0.60	\$0.00	\$0.00	\$46.89	\$62.24
Equipment Mechanic A	\$37.47	\$7.00	\$1.12	\$0.37	\$0.00	\$8.99	\$0.60	\$0.00	\$0.00	\$55.55	\$74.28
Equipment Mechanic B	\$33.80	\$7.00	\$1.01	\$0.34	\$0.00	\$8.11	\$0.60	\$0.00	\$0.00	\$50.86	\$67.76
Equipment Mechanic C	\$30.14	\$7.00	\$0.90	\$0.30	\$0.00	\$7.23	\$0.60	\$0.00	\$0.00	\$46.17	\$61.24

X-Ray Technician	\$4	7.21	\$7.00	\$1.42	\$0.47	\$0.00	\$11.33	\$0.60	\$0.00	\$0.00	\$68.03	\$91.63
Apprentice	Per	cent										
1st 1000 hrs	60.00	\$28.33	\$7.00	\$0.85	\$0.28	\$0.00	\$6.80	\$0.60	\$0.00	\$0.00	\$43.86	\$58.02
2nd 1000 hrs	65.00	\$30.69	\$7.00	\$0.92	\$0.31	\$0.00	\$7.37	\$0.60	\$0.00	\$0.00	\$46.89	\$62.23
3rd 1000 hrs	70.00	\$33.05	\$7.00	\$0.99	\$0.33	\$0.00	\$7.93	\$0.60	\$0.00	\$0.00	\$49.90	\$66.42
4th 1000 hrs	75.00	\$35.41	\$7.00	\$1.06	\$0.35	\$0.00	\$8.50	\$0.60	\$0.00	\$0.00	\$52.92	\$70.62
5th 1000 hrs	80.00	\$37.77	\$7.00	\$1.13	\$0.38	\$0.00	\$9.06	\$0.60	\$0.00	\$0.00	\$55.94	\$74.82
6th 1000 hrs	85.00	\$40.13	\$7.00	\$1.20	\$0.40	\$0.00	\$9.63	\$0.60	\$0.00	\$0.00	\$58.96	\$79.02
7th 1000 hrs	90.00	\$42.49	\$7.00	\$1.27	\$0.42	\$0.00	\$10.20	\$0.60	\$0.00	\$0.00	\$61.98	\$83.22

Special Calculation Note: Other is Health Retirement Account

#### Operator "A"

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

#### Operator "B"

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

#### Operator "C"

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

\*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

#### Ratio:

1 Journeyman to 1 Apprentice

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

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,

SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

#### **Special Jurisdictional Note:**

#### **Details:**

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Name of Union: Electrical Local 71 Outside Utility Power

Change #: LCN01-2022ibLoc7

Craft: Lineman Effective Date: 01/03/2023 Last Posted: 12/28/2022

	BHR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification										
Electrical Lineman	\$44.73	\$7.00	\$1.34	\$0.45	\$0.00	\$10.74	\$0.60	\$0.00	\$0.00	\$64.86	\$87.22
Substation Technician	\$44.73	\$7.00	\$1.34	\$0.45	\$0.00	\$10.74	\$0.60	\$0.00	\$0.00	\$64.86	\$87.22
Cable Splicer	\$46.84	\$7.00	\$1.41	\$0.47	\$0.00	\$11.24	\$0.60	\$0.00	\$0.00	\$67.56	\$90.98
Operator A	\$40.11	\$7.00	\$1.20	\$0.40	\$0.00	\$9.63	\$0.60	\$0.00	\$0.00	\$58.94	\$78.99
Operator B	\$35.47	\$7.00	\$1.06	\$0.35	\$0.00	\$8.51	\$0.60	\$0.00	\$0.00	\$52.99	\$70.72
Operator C	\$28.50	\$7.00	\$0.86	\$0.29	\$0.00	\$6.84	\$0.60	\$0.00	\$0.00	\$44.09	\$58.34
Groundman 0-12 months Exp	\$22.37	\$7.00	\$0.67	\$0.22	\$0.00	\$5.37	\$0.60	\$0.00	\$0.00	\$36.23	\$47.42
Groundman 0-12 months Exp w/CDL	\$24.60	\$7.00	\$0.74	\$0.25	\$0.00	\$5.90	\$0.60	\$0.00	\$0.00	\$39.09	\$51.39
Groundman 1 yr or more	\$24.60	\$7.00	\$0.74	\$0.25	\$0.00	\$5.90	\$0.60	\$0.00	\$0.00	\$39.09	\$51.39
Groundman 1 yr or more w/CDL	\$29.07	\$7.00	\$0.87	\$0.29	\$0.00	\$6.98	\$0.60	\$0.00	\$0.00	\$44.81	\$59.35
Equipment Mechanic A	\$35.47	\$7.00	\$1.06	\$0.35	\$0.00	\$8.51	\$0.60	\$0.00	\$0.00	\$52.99	\$70.72
Equipment Mechanic B	\$31.99	\$7.00	\$0.96	\$0.32	\$0.00	\$7.68	\$0.60	\$0.00	\$0.00	\$48.55	\$64.54
Equipment Mechanic C	\$28.50	\$7.00	\$0.86	\$0.29	\$0.00	\$6.84	\$0.60	\$0.00	\$0.00	\$44.09	\$58.34
Line Truck w/uuger	\$31.51	\$7.00	\$0.95	\$0.32	\$0.00	\$7.56	\$0.60	\$0.00	\$0.00	\$47.94	\$63.70

Apprentice	Per	cent										
1st 1000 hrs	60.00	\$26.84	\$7.00	\$0.81	\$0.27	\$0.00	\$6.44	\$0.60	\$0.00	\$0.00	\$41.96	\$55.38
2nd 1000 hrs	65.00	\$29.07	\$7.00	\$0.87	\$0.29	\$0.00	\$6.98	\$0.60	\$0.00	\$0.00	\$44.81	\$59.35
3rd 1000 hrs	70.00	\$31.31	\$7.00	\$0.94	\$0.31	\$0.00	\$7.51	\$0.60	\$0.00	\$0.00	\$47.67	\$63.33
4th 1000 hrs	75.00	\$33.55	\$7.00	\$1.01	\$0.34	\$0.00	\$8.05	\$0.60	\$0.00	\$0.00	\$50.55	\$67.32
5th 1000 hrs	80.00	\$35.78	\$7.00	\$1.17	\$0.36	\$0.00	\$8.59	\$0.60	\$0.00	\$0.00	\$53.50	\$71.40
6th 1000 hrs	85.00	\$38.02	\$7.00	\$1.14	\$0.38	\$0.00	\$9.12	\$0.60	\$0.00	\$0.00	\$56.26	\$75.27
7th 1000 hrs	90.00	\$40.26	\$7.00	\$1.21	\$0.40	\$0.00	\$9.66	\$0.60	\$0.00	\$0.00	\$59.13	\$79.26

**Special Calculation Note :** Other is Health Retirement Account

Operator "A"

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

#### Operator "B"

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

#### Operator "C"

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

#### Ratio:

(1) Journeyman Lineman to (1) Apprentice

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

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON. HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

**Special Jurisdictional Note:** 0.30 is for Health Retirement Account.

#### **Details:**

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the

Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Name of Union: Electrical Local 71 Voice Data Video Outside

Change #: LCR01-2017fbLoc71VDV

Craft: Voice Data Video Effective Date: 10/18/2017 Last Posted: 10/18/2017

	BHR		Frin	ige Bene	fit Paym	ients		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification										
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

#### **Special Calculation Note:**

Ratio:

## 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.

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

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

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

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

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

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

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

Name of Union: Electrical Local 82 Inside

Change #: LCN01-2022ibLoc82in

Craft: Electrical Effective Date: 12/05/2022 Last Posted: 11/23/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Electrician	\$3-	4.25	\$7.45	\$9.63	\$0.58	\$0.00	\$3.60	\$0.00	\$0.00	\$0.00	\$55.51	\$72.63
Apprentice	Per	cent										
1st period 0 - 1000 hrs	42.00	\$14.39	\$4.07	\$0.63	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.32	\$26.52
2nd period 1001-2000 hrs	42.00	\$14.39	\$4.07	\$0.63	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.32	\$26.52
3rd period 2001-3500 hrs	47.00	\$16.10	\$6.92	\$4.52	\$0.27	\$0.00	\$1.69	\$0.00	\$0.00	\$0.00	\$29.50	\$37.55
4th period 3501-5000 hrs	52.00	\$17.81	\$6.97	\$5.00	\$0.30	\$0.00	\$1.87	\$0.00	\$0.00	\$0.00	\$31.95	\$40.85
5th period 5001-6500 hrs	62.02	\$21.24	\$7.07	\$5.97	\$0.36	\$0.00	\$2.23	\$0.00	\$0.00	\$0.00	\$36.87	\$47.49
6th period 6501-8000 hrs	77.00	\$26.37	\$7.22	\$7.41	\$0.45	\$0.00	\$2.77	\$0.00	\$0.00	\$0.00	\$44.22	\$57.41

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

#### Ratio:

1 to 3 Journeymen to 3 Apprentices 4 to 6 Journeymen to 6 Apprentices per job site Jurisdiction (\* denotes special jurisdictional note):

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

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

#### **Details:**

Only correction made on 6-19-19 was the 5th year Apprentice fb.

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

Change #: LCNO1-2021sksLoc82in

Craft: Electrical Effective Date: 03/30/2022 Last Posted: 03/30/2022

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui	- 11	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification											
Electrician	\$3.	3.25	\$6.47	\$9.35	\$0.72	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$53.29	\$69.91
CE-3 12,001- 14,000	\$24	4.66	\$6.47	\$0.74	\$0.72	\$0.00	\$0.74	\$0.00	\$0.00	\$0.10	\$33.43	\$45.76
CE-2 10,001- 12,000 Hrs	\$19	9.56	\$6.47	\$0.59	\$0.72	\$0.00	\$0.59	\$0.00	\$0.00	\$0.10	\$28.03	\$37.81
CE-1 8,001- 10,000 Hrs	\$17	7.86	\$6.47	\$0.54	\$0.72	\$0.00	\$0.54	\$0.00	\$0.00	\$0.10	\$26.23	\$35.16
CW-4 6,001- 8,000 Hrs	\$10	6.16	\$6.47	\$0.48	\$0.72	\$0.00	\$0.48	\$0.00	\$0.00	\$0.10	\$24.41	\$32.49
CW-3 4,001- 6,000 Hrs	\$14	4.46	\$6.47	\$0.43	\$0.72	\$0.00	\$0.43	\$0.00	\$0.00	\$0.10	\$22.61	\$29.84
CW-2 2,001- 4,000 Hrs	\$13	3.61	\$6.47	\$0.41	\$0.72	\$0.00	\$0.41	\$0.00	\$0.00	\$0.10	\$21.72	\$28.52
CW-1 0- 2,000 Hrs	\$12	2.76	\$6.47	\$0.38	\$0.72	\$0.00	\$0.38	\$0.00	\$0.00	\$0.10	\$20.81	\$27.19
Apprentice	Per	cent										
1st period 0 - 1000 hrs	42.00	\$13.97	\$4.07	\$0.62	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.89	\$25.88
2nd period 1001-2000 hrs	42.00	\$13.97	\$4.07	\$0.62	\$0.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.89	\$25.88
3rd period 2001-3500 hrs	47.00	\$15.63	\$6.92	\$4.39	\$0.27	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00	\$28.86	\$36.67
4th period 3501-5000 hrs	52.00	\$17.29	\$6.97	\$4.86	\$0.29	\$0.00	\$1.82	\$0.00	\$0.00	\$0.00	\$31.23	\$39.88
5th period 5001-6500	62.00	\$20.61	\$7.07	\$5.80	\$0.35	\$0.00	\$2.17	\$0.00	\$0.00	\$0.00	\$36.01	\$46.31

hrs												
6th period	77.00	\$25.60	\$7.22	\$7.20	\$0.44	\$0.00	\$2.70	\$0.00	\$0.00	\$0.00	\$43.16	\$55.96
6501-8000												
hrs												

Special Calculation Note: \*Misc amount is Adminstrative Fees

#### Ratio:

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

Construction Electrician and Construction Wireman Ratio

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

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

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

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

#### **Details:**

Name of Union: Electrical Local 82 Lightning Rod

Change #: LCN02-2022ibLoc82

Craft: Electrical Effective Date: 12/05/2022 Last Posted: 11/23/2022

	BHR		Fring	ge Bene	fit Payn	nents		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Cla	ssification										
Electrical Lightning Rod Technican		\$7.45	\$9.58	\$0.00	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$53.32	\$69.71

Special Calculation Note: No Apprentice approved by OSAC.

Ratio:

Jurisdiction (\* denotes special jurisdictional note):

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

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

Details:

Name of Union: Electrical Local 82 Voice Data Video

Change #: LCN01-2022ibLoc82VDV

Craft: Voice Data Video Effective Date: 11/28/2022 Last Posted: 11/23/2022

	В	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Electrical Installer Technician A	\$20	6.20	\$6.60	\$6.79	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.09	\$53.19
Electrical Installer Technician B	\$2.	4.89	\$6.60	\$6.75	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.71	\$51.16
JW Installer Technician	\$2.	3.58	\$6.60	\$6.71	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.34	\$49.13
NON BICSI Installer	\$1	7.03	\$3.87	\$0.51	\$0.32	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$23.73	\$32.25
Apprentice Indentured After 09- 03-2018	Per	cent										
1st 0-1000 hours	55.00	\$14.41	\$3.87	\$3.73	\$0.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.28	\$29.49
2nd 1001- 2000 hours	55.00	\$14.41	\$3.87	\$3.73	\$0.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.28	\$29.49
3rd 2001- 3000 hours	65.00	\$17.03	\$6.55	\$6.51	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.41	\$38.92
4th 3001- 4000 hours	65.00	\$17.03	\$6.55	\$6.51	\$0.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.41	\$38.92
5th 4001- 5000 hours	75.00	\$19.65	\$6.56	\$6.59	\$0.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.17	\$43.00
6th 5001- 6000 hours	75.00	\$19.65	\$6.56	\$6.59	\$0.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.17	\$43.00
7th 6001- 7000 hours	80.00	\$20.96	\$6.57	\$6.63	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.56	\$45.04
8th 7001 hours	80.00	\$20.96	\$6.57	\$6.63	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.56	\$45.04

Cable	50.00	\$13.10	\$3.87	\$0.39	\$0.25	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$17.86	\$24.41
Puller												

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

#### Ratio:

1 Journeymen to 2 Apprentice (Indentured After 9-4-2018)

1 Journeymen to 2 Apprentice (Indentured Before 9--03-2018)

Jurisdiction (\* denotes special jurisdictional note):

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

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

#### **Details:**

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

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

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

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

Name of Union: Elevator Local 11

Change #: LCN01-2020fbLoc11

Craft: Elevator Effective Date: 01/05/2021 Last Posted: 01/05/2021

	Bl	HR		Fring	ge Bene	fit Payn	nents		Irrevo Fun		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classi	ification											
Elevator Mechanic	\$48	8.82	\$15.88	\$10.46	\$0.64	\$3.91	\$8.85	\$1.56	\$0.00	\$0.00	\$90.12	\$114.53
Probationary Apprentice	50.00	\$24.41	\$0.00	\$0.00	\$0.00	\$1.46	\$0.00	\$0.78	\$0.00	\$0.00	\$26.65	\$38.86
1st year	55.00	\$26.85	\$15.88	\$10.46	\$0.64	\$1.61	\$8.85	\$0.86	\$0.00	\$0.00	\$65.15	\$78.58
2nd year	65.00	\$31.73	\$15.88	\$10.46	\$0.64	\$1.90	\$8.85	\$1.02	\$0.00	\$0.00	\$70.48	\$86.35
3rd year	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
4th year	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00
Helper	70.00	\$34.17	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.09	\$0.00	\$0.00	\$73.14	\$90.23
Assistant Mechanic	80.00	\$39.06	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.25	\$0.00	\$0.00	\$78.48	\$98.00

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

#### Ratio:

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

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

#### **Special Jurisdictional Note:**

#### **Details:**

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

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

Name of Union: Glazier Local 387

**Change #: LCN01-2020fbLoc387** 

Craft: Glazier Effective Date: 11/01/2020 Last Posted: 10/28/2020

	Bl	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Glazier	\$2	7.93	\$5.67	\$10.10	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.95	\$57.92
Apprentice	Per	cent										
1st 6 months	53.70	\$15.00	\$5.67	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.92	\$28.42
2nd 6 months	65.00	\$18.15	\$5.67	\$6.19	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.26	\$39.34
3rd 6 months	70.00	\$19.55	\$5.67	\$6.71	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.18	\$41.96
4th 6 months	75.00	\$20.95	\$5.67	\$6.85	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.72	\$44.19
5th 6 months	80.00	\$22.34	\$5.67	\$7.43	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.69	\$46.87
6th 6 months	85.00	\$23.74	\$5.67	\$7.57	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.23	\$49.10
7th 6 months	90.00	\$25.14	\$5.67	\$8.09	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.15	\$51.72
8th 6 months	95.00	\$26.53	\$5.67	\$8.68	\$0.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.13	\$54.40

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

#### Ratio:

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

Each employer may employ and train Apprentices in the ADAMS, BROWN, BUTLER, CHAMPAIGN, following ratio to journeymen workers employed.

1 Journeymen to 1 Apprentice

CLARK, CLERMONT, CLINTON, DARKE, FAYETTE\*, GREENE, HAMILTON, HIGHLA

CLARK, CLERMONT, CLINTON, DARKE, FAYETTE\*, GREENE, HAMILTON, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, SHELBY\*, WARREN

**Special Jurisdictional Note:** Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East. Shelby County: Southern portion of routes #47 & 29.

#### **Details:**

Name of Union: Ironworker Local 290

Change # : LCN01-2021fbLoc290

Craft: Ironworker Effective Date: 01/27/2021 Last Posted: 01/27/2021

	Bl	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Ironworker Structural	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Welder	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Fence Erector	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Reinforcing Rods	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Machinery Mover	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Sheeter	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Metal Building Erector	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Rigger & Erector	\$29	9.68	\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Apprentice	Per	cent										
1st year	65.05	\$19.31	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$40.73	\$50.38
2nd year	75.07	\$22.28	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$43.70	\$54.84
3rd year	85.05	\$25.24	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$46.66	\$59.28
4th year	95.05	\$28.21	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$49.63	\$63.74

Special Calculation Note: Other is for Industry Fund.

#### Ratio:

3 Journeymen to 1 Apprentice

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

ALLEN\*, AUGLAIZE, BUTLER\*, CHAMPAIGN\*, CLARK, CLINTON, DARKE, FAYETTE\*, GREENE, HARDIN\*, HIGHLAND\*, LOGAN\*, MADISON\*, MERCER\*, MIAMI, MONTGOMERY, PREBLE, SHELBY, VAN WERT\*, WARREN\*

**Special Jurisdictional Note:** Allen County Twps included are: Auglaize, Perry, Shawnee, Amanda, Spencer, Marion, Sugar Creek, American, Bath, Jackson. Butler County Twps included are: Milford, Wayne, Madison, Lemon. Champaign Cnty Twps included are: Union, Urbana, Jackson, Concord, Salem, Mad River, Johnson, Harrison, Adams. Fayette County Twps included are: Green, Jasper,

Concord, Jefferson. Hardin County Twps included are: Round Head, Marion, Liberty. Highland County Twps included are: Fairfield, Penn, Union, Marshall, Liberty, Paint, Brush Creek. Logan County Twps included are: Richland, Stokes, Bloomfield, Washington, Harrison, McArthur, Lake, Liberty, Pleasant, Miami. Madison County Twps included are: Stokes. Mercer County Twps included are: Dublin, Washington, Jefferson, Recovery, Gibson, Union, Liberty, Butler, Granville, Center, Hopewell, Franklin, Marion. VanWert County Twps included are: Jennings. Warren County Twps included are: Franklin, Clear Creek, Turtle Creek, Wayne, Massie, Washington, Salem, Union.

#### **Details:**

Structural Iron Work but not limited to:field fabrication, all loading to and including the erecting,rigging,assembly,dismantling, placing, temporary and permanent securing by any means of all structural iron,steel,ornamental lead,bronze,brass,copper,aluminum,glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails,bridge viaducts,bucks bulkheads,bumper and bumper post,canopies and unistrut canopies,corrugated ferrous and non ferrous sheets when attached to steel frames,columns,beams,bar-joists,trusses,grinders,roof decking,electrical supports,elevator cars,elevator fronts and enclosures,erection of steel towers,flag poles, gymnasium equipment,stadium and arena seating,jail cell work,jail cell beds,benches,bunks,chairs,tables,mirrors,jail cell access doors,rigging and installation of machinery and equipment(erecting,aligning,anchoring and dismantling, erection and dismantling of tower cranes,derrick monorail systems, Chicago booms,overhead cranes,gantries,material and personnel hoists,tanks,hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding,roofing, gutters, downspouts and erection of all.

Ornamental Iron Work but not limited to:all work in connection with field fabrication,handling including loading/off loading,sorting,cutting,fastening,anchoring,bending,hoisting,placing,burning,welding,and tying,dismantling of all materials used in miscellaneous iron or steel, for stairs,hand railings,rolling doors, rolling gates,rolling shutters,fence,windows,curtain wall,erection and welding of all metal, sash,architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental,steel iron,lead,bronze,brass,copper,aluminum,all ferrous and non ferrous metals and composite materials

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

Name of Union: Labor HevHwy 3

Change #: LCN01-2022sksLocalHevHwy3

Craft: Laborer Group 1 Effective Date: 06/01/2022 Last Posted: 06/01/2022

	ВІ	łR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Laborer Group 1	\$34	1.52	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.72	\$63.98
Group 2	\$34	l.69	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.89	\$64.23
Group 3	\$35	5.02	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.22	\$64.73
Group 4	\$35	5.47	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$47.67	\$65.40
Watch Person	\$27	7.25	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.45	\$53.08
Apprentice	Per	cent										
0-1000 hrs	60.00	\$20.71	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.91	\$43.27
1001-2000 hrs	70.00	\$24.16	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$36.36	\$48.45
2001-3000 hrs	80.00	\$27.62	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.82	\$53.62
3001-4000 hrs	90.00	\$31.07	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$43.27	\$58.80
More than 4000 hrs	100.00	\$34.52	\$7.70	\$3.95	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.72	\$63.98

**Special Calculation Note**: Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

#### Ratio:

- 1 Journeymen to 1 Apprentice
- 3 Journeymen to 1 Apprentice thereafter

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

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, 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 perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ 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.

Name of Union: Labor Local 1410 Building

Change # : LCN01-2022sksLoc1410

Craft: Laborer Effective Date: 04/20/2022 Last Posted: 04/20/2022

	DI	IR	1	Erine	ro Rono	fit Payr	nonte		Irrevo	aabla	Total	Overtime
	DI	ık		FIIIIŞ	де Бене	пи гауг	nents		Fur		PWR	Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Laborer Group 1	\$29	0.40	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.55	\$56.25
Group 2	\$30	0.00	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.15	\$57.15
Group 3	\$30	0.50	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$42.65	\$57.90
Apprentice	Per	cent										
Building Laborer 1- 1000 hrs	60.00	\$17.64	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$29.79	\$38.61
1001-2000	70.02	\$20.59	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.74	\$43.03
2001-3000	80.00	\$23.52	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.67	\$47.43
3001-4000	90.03	\$26.47	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.62	\$51.85
More than 4000 hrs	100.00	\$29.40	\$7.70	\$3.95	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.55	\$56.25

Special Calculation Note: \$0.10 LECET is for Labor Management.

#### Ratio:

1 Journeymen to 1 Apprentice

4 Journeymen to 1 Apprentice

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

CHAMPAIGN, CLARK, DARKE, GREENE, LOGAN, MIAMI, MONTGOMERY, PREBLE

#### **Special Jurisdictional Note:**

#### **Details:**

Group 1

Building & Construction Laborer, Railroad Laborer, Asbestos & Hazardous Waste (Levels A,B,C, &

D), Concrete Crew, Form Setter, Pipelayer, Bottom Man, Burner (Cutting Torch), Welder Helper, All Machine & Power Driven Tools, Sandblaster

Yardman-Landscaping, Sewer Jet, Waterperson, Tool Cage Laborer, Unloading Furniture & Fixtures, Final Clean-Up

Watchman, Residential Construction, Signal Men

#### Group 2

Mason Tender For Bricklayers, Flexcore, Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks), Plasterer Tenders & Lathers

#### Group 3

**Tender Operator** 

#### Asbestos, Lead and Hazardous Material:

The removal, abatement or encapsulation of asbestos, lead and/or toxic and hazardous waste or materials is defined as all work included in the erection, moving servicing and dismantling of all enclosures, scaffolding, barricades, etc. and the operation of all tools and equipment (including generators, compressors and vacuums) normally used in the removal or abatement or asbestos, lead and toxic and hazardous waste or materials; the labeling, bagging, cartoning, crating or otherwise packaging of materials for disposal; as well as the clean-up of the work site and all other work incidental to the removal, abatement or encapsulation of asbestos, lead or toxic and hazardous waste materials.

#### Level A

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves.

#### Level B

Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries.

#### Level C

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters.

#### Level D

To be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

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

Change #: LCN01-2022sksLoc18zone3

Craft: Operating Engineer Effective Date: 05/25/2022 Last Posted: 05/25/2022

	Bì	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Operator Group A	\$40	0.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.44	\$76.53
Operator Group B	\$40	0.07	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.32	\$76.35
Operator Group C	\$39	9.03	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.28	\$74.79
Operator Group D	\$3′	7.85	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$54.10	\$73.03
Operator Group E	\$32	2.39	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.64	\$64.83
Master Mechanic	\$40	0.44	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.69	\$76.91
Cranes & Mobile Concrete Pumps 150'-180'	\$40	0.69	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.94	\$77.28
Cranes & Mobile Concrete Pumps 180'-249'	\$4	1.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.44	\$78.03
Cranes & Mobile Concrete Pumps 249' and over	\$4	1.44	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$57.69	\$78.41
Apprentice	Per	cent										
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48
Field Mechanic Trainee												

1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48

Special Calculation Note: Other: Education & Safety \$0.09; \*Misc is National Training

#### Ratio:

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 78, will not be subject to the apprenticeship ratios in this collective bargaining agreement

# Jurisdiction (\* denotes special jurisdictional note):

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

# **Special Jurisdictional Note:**

## **Details:**

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL

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 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

Name of Union: Operating Engineers - HevHwy Zone II

Change #: LCN01-2022sksLoc18hevhwyll

Craft: Operating Engineer Effective Date: 05/25/2022 Last Posted: 05/25/2022

		HR				fit Payr			Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Operator Class A	\$40	0.19	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.44	\$76.53
Operator Class B	\$4	0.07	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.32	\$76.35
Operator Class C	\$39	9.03	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$55.28	\$74.79
Operator Class D	\$3	7.85	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$54.10	\$73.03
Operator Class E	\$32.39		\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.64	\$64.83
Master Mechanic	\$40	0.44	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$56.69	\$76.91
Apprentice	Per	cent										
1st Year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd Year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd Year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th Year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48
Field Mech Trainee Class 2												
1st year	50.00	\$20.09	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$36.35	\$46.39
2nd year	60.00	\$24.11	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$40.36	\$52.42
3rd year	70.00	\$28.13	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$44.38	\$58.45
4th year	80.00	\$32.15	\$9.01	\$6.25	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.05	\$48.40	\$64.48

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

### Ratio:

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) BELMONT, BROWN, BUTLER, CARROLL, Registered Apprentice or Trainee Engineer through the CHAMPAIGN, CLARK, CLERMONT, CLINTON,

# Jurisdiction ( \* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, referral when they are available. An Apprentice, while COSHOCTON, CRAWFORD, DARKE, DEFIANCE,

employed as part of a crew per Article VIII, paragraph
65 will not be subject to the apprenticeship ratios in this FULTON, GALLIA, GREENE, GUERNSEY,
collective bargaining agreement
HAMILTON, HANCOCK, HARDIN, HARRISON,

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

## **Special Jurisdictional Note:**

#### **Details:**

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

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

Name of Union: Painter Local 249

Change # : LCN01-2023ibLoc249

Craft: Drywall Finisher Effective Date: 01/11/2023 Last Posted: 01/11/2023

	Bì	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$25.67		\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.07	\$50.91
Apprentice	Per	cent										
30 Day Probationary	50.00	\$12.84	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.44	\$25.85
1st Year	65.00	\$16.69	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.29	\$31.63
2nd Year	65.00	\$16.69	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.29	\$31.63
3rd Year	75.00	\$19.25	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.85	\$35.48
4th Year	85.00	\$21.82	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.42	\$39.33

# **Special Calculation Note:**

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE

# **Special Jurisdictional Note:**

#### **Details:**

Industrial work but not limited to:work done on industrial plants, repair garages, processing plants, storage tanks, warehouses, skeleton structures, bridges, whether new or old construction, office buildings in industrial sites and interior of shopping malls.

Name of Union: Painter Local 249

Change #: LCN-2023ibLoc249

Craft: Painter Effective Date: 01/11/2023 Last Posted: 01/11/2023

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classit	fication											
Painter Brush Roll	\$2:	5.67	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.07	\$50.91
Paper Hanger	\$2:	5.67	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.07	\$50.91
Spray Commercial	\$2:	5.67	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.07	\$50.91
Spray Industrial	\$2:	5.67	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.07	\$50.91
Sandblasting, Steam Cleaning- Lead Abatment	\$20	6.42	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.82	\$52.03
Special Coating (Coal Tar) Spray Applied	\$2'	7.17	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.57	\$53.16
Steeplejack Work	\$20	6.62	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.02	\$52.33
Elevated Tanks	\$29	9.31	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.71	\$56.36
Water Blasting	\$20	6.42	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.82	\$52.03
Apprentice	Per	cent										
30 Day Probationary	50.00	\$12.84	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19.44	\$25.85
1st Year	65.00	\$16.69	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.29	\$31.63
2nd Year	65.00	\$16.69	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.29	\$31.63
3rd Year	75.00	\$19.25	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.85	\$35.48
4th Year	85.00	\$21.82	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.42	\$39.33

Special Calculation Note :

## Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):
CLARK, DARKE, GREENE, MIAMI,
MONTGOMERY, PREBLE

# **Special Jurisdictional Note:**

## **Details:**

Industrial work but not limited to:work done on industrial plants, repair garages, processing plants, storage tanks, warehouses, skeleton structures, bridges, whether new or old construction, office buildings in industrial sites and interior of shopping malls.

Name of Union: Painter Local 249 HevHwy

Change #: LCN01-2023ibLoc249

Craft: Painter Effective Date: 01/11/2023 Last Posted: 01/11/2023

	Bl	HR		Fring	ge Bene	fit Payı	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classific	ation											
Painter Bridge Blaster Class 1	\$37	7.38	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.78	\$68.47
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$34	1.38	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.78	\$63.97
Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person, Driver Class 3	\$32	2.38	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.78	\$60.97
Concrete Sealing, Concrete Blasting/Power Washing/Etc. Class 4	\$30	).38	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.78	\$57.97
Quality Control/Quality Assurance, Trafiic safety, Competent Person Class 5	\$30	).38	\$5.87	\$6.25	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.78	\$57.97
Apprentice	Per	cent										
30 day Probationary	50.00	\$18.69	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.29	\$34.64
1st Year	65.00	\$24.30	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.90	\$43.05
2nd Year	65.00	\$24.30	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.90	\$43.05
3rd Year	75.00	\$28.04	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.64	\$48.65
4th Year	85.00	\$31.77	\$5.87	\$0.45	\$0.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.37	\$54.26

Special Calculation Note :

1/17/23, 2:26 PM

Ratio:

1 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):
CLARK DARKE GREENE MIAMI

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE

# **Special Jurisdictional Note:**

**Details:** 

Name of Union: Painter Local 639

Change #: LCNO1-2015fbLoc639

Craft: Painter Effective Date: 06/10/2015 Last Posted: 06/10/2015

	BHR		Frin	ge Bene	fit Paym	ients		Irrevo Fui		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classifica	ation										
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

Special Calculation Note: Other is Sick and Personal Time

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:**

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper: Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirrow finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

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

Name of Union: Painter Local 639 Zone 2 Sign

Change #: LCN01-2016fbLoc639

Craft: Painter Effective Date: 08/03/2016 Last Posted: 08/03/2016

	BHR		Frin	ige Bene	fit Paym	ents		Irrevo Fu	- 11	Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	ification										
Painter Sign Journeyman Tech/Team Leader Class A	\$21.25	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$23.29	\$33.92
Painter Sign Journeyman Tech/Team Leader Class B	\$21.25	\$1.33	\$0.14	\$0.00	\$0.41	\$0.00	\$0.57	\$0.00	\$0.00	\$23.70	\$34.32
Painter Sign Journeyman Tech/Team Leader Class C	\$21.25	\$1.33	\$0.14	\$0.00	\$0.82	\$0.00	\$0.57	\$0.00	\$0.00	\$24.11	\$34.74
Painter Sign Journeyman Tech/Team Leader Class D	\$21.25	\$1.33	\$0.14	\$0.00	\$1.23	\$0.00	\$0.57	\$0.00	\$0.00	\$24.52	\$35.14
Sign Journeyman Class A	\$20.98	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$23.01	\$33.50
Sign Journeyman Class B	\$20.98	\$1.33	\$0.14	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$23.41	\$33.90
Sign Journeyman Class C	\$20.98	\$1.33	\$0.14	\$0.00	\$0.81	\$0.00	\$0.56	\$0.00	\$0.00	\$23.82	\$34.31
Sign Journeyman Class D	\$20.98	\$1.33	\$0.14	\$0.00	\$1.21	\$0.00	\$0.56	\$0.00	\$0.00	\$24.22	\$34.71
Tech Sign Fabrication/ Erector Class A	\$15.90	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$17.80	\$25.75

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

Special Calculation Note: Other is for paid holidays.

### Ratio:

# Jurisdiction ( \* denotes special jurisdictional note ) :

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

# **Special Jurisdictional Note:**

### **Details:**

Class A: less that 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

Name of Union: Plasterer Local 132 (Dayton)

Change #: LCN01-2022sksLoc132

Craft: Plaster Effective Date: 05/18/2022 Last Posted: 05/18/2022

		HR				fit Payr			Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	sification											
Plasterer	\$2:	5.15	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$44.50	\$57.07
Apprentice	Per	cent										
1st 6 months	70.00	\$17.60	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$36.96	\$45.76
2nd 6 months	74.00	\$18.61	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$37.96	\$47.27
3rd 6 months	78.00	\$19.62	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$38.97	\$48.78
4th 6 months	82.00	\$20.62	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$39.97	\$50.28
5th 6 months	86.00	\$21.63	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$40.98	\$51.79
6th 6 months	90.00	\$22.63	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$41.99	\$53.30
7th 6 months	94.00	\$23.64	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$42.99	\$54.81
8th 6 months	98.00	\$24.65	\$7.80	\$7.35	\$0.70	\$0.00	\$3.45	\$0.05	\$0.00	\$0.00	\$44.00	\$56.32

Special Calculation Note: \*Other is International Training.

Ratio:

3 Journeymen to 1 Apprentice

Jurisdiction (\* denotes special jurisdictional note):

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE, SHELBY

# **Special Jurisdictional Note:**

**Details:** 

OTHER IS: Industry Fund

Name of Union: Plumber Pipefitter Local 162

Change #: LCNO1-2022ibLoc162

Craft: Plumber/Pipefitter Effective Date: 10/19/2022 Last Posted: 10/19/2022

	Bl	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fui		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$36.47		\$11.75	\$10.87	\$0.83	\$0.00	\$3.35	\$0.70	\$0.00	\$0.00	\$63.97	\$82.20
Apprentice Indentured AFTER 6/1/2002	Per	cent										
1st Year	51.10	\$18.64	\$11.75	\$3.26	\$0.46	\$0.00	\$0.00	\$0.70	\$0.00	\$0.00	\$34.81	\$44.12
2nd Year	56.00	\$20.42	\$11.75	\$5.79	\$0.50	\$0.00	\$0.00	\$0.70	\$0.00	\$0.00	\$39.16	\$49.37
3rd Year	60.88	\$22.20	\$11.75	\$8.68	\$0.54	\$0.00	\$0.00	\$0.70	\$0.00	\$0.00	\$43.87	\$54.97
4th Year	72.58	\$26.47	\$11.75	\$10.63	\$0.61	\$0.00	\$0.00	\$0.70	\$0.00	\$0.00	\$50.16	\$63.39
5th Year	80.46	\$29.34	\$11.75	\$10.87	\$0.68	\$0.00	\$3.35	\$0.70	\$0.00	\$0.00	\$56.69	\$71.37

**Special Calculation Note:** Other is for Training

## Ratio:

1 Journeyman to 1 Apprentice

2 - 4 Journeymen to 2 Apprentices

5 - 7 Journeymen to 3 Apprentices

8 - 10 Journeymen to 4 Apprentices

# Jurisdiction (\* denotes special jurisdictional note):

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY, PREBLE

# **Special Jurisdictional Note:**

#### **Details:**

Wage rate covers: all plumbing, pipefitting, heating, refrigeration and air conditioning work.

Name of Union: Roofer Local 75

Change #: LCN01-2022sksLoc75

Craft: Roofer Effective Date: 08/26/2022 Last Posted: 08/26/2022

	В	HR		Fring	ge Bene	fit Payr	nents		Irrevo Fur		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Roofer	\$2.	5.63	\$8.73	\$8.78	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$45.70	\$58.51
Slate and Tile	\$2.	5.85	\$8.73	\$8.78	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$45.92	\$58.85
Apprentice	Per	cent										
1st term 1000 hrs	66.32	\$17.00	\$2.50	\$0.50	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$22.56	\$31.06
2nd term 1000 hrs	70.22	\$18.00	\$8.58	\$1.32	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$30.46	\$39.46
3rd term 1000 hrs	74.12	\$19.00	\$8.58	\$2.20	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$32.34	\$41.84
4th term 1000 hrs	78.02	\$20.00	\$8.58	\$3.07	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$34.21	\$44.20
5th term 1000 hrs	81.95	\$21.00	\$8.58	\$3.95	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$36.09	\$46.60
Tradesman	79.00	\$20.25	\$5.00	\$1.58	\$0.76	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$29.39	\$39.51

Special Calculation Note: Other is for National Roofing Industry Pension Plan.

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3 Journeymen to 2 Apprentices

# Jurisdiction (\* denotes special jurisdictional note):

ALLEN, AUGLAIZE, CLARK, CLINTON, DARKE, GREENE, MERCER, MIAMI, MONTGOMERY, PREBLE, SHELBY, VAN WERT

# **Special Jurisdictional Note:**

**Details:** 

Name of Union: Sheet Metal Local 24 (Dayton)

Change #: LCN01-2022sksLoc24(Day)

Craft: Sheet Metal Worker Effective Date: 06/08/2022 Last Posted: 06/08/2022

	BHR		Fringe Benefit Payments							cable id	Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classi	Classification											
Sheet Metal \$30.22 Worker		\$9.35	\$14.90	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.52	\$70.63	
Apprentice	Percent											
Apprentice												
5th Year B	85.00	\$25.69	\$9.11	\$11.34	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.19	\$60.03
5th Year A	80.00	\$24.18	\$9.03	\$10.16	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.42	\$56.50
4th Year B	75.00	\$22.66	\$8.95	\$8.97	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.64	\$52.97
4th Year A	70.00	\$21.15	\$8.87	\$7.79	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.86	\$49.44
3rd year B	65.00	\$19.64	\$8.78	\$6.62	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.09	\$45.91
3rd Year A	60.00	\$18.13	\$8.70	\$5.43	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.31	\$42.38
2 Year B	57.52	\$17.38	\$8.66	\$4.83	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.92	\$40.61
2 Year A	55.00	\$16.62	\$8.62	\$4.25	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.54	\$38.85
Probationary 1 Year	52.50	\$15.87	\$8.58	\$3.65	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.15	\$37.08

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

### Ratio:

- 1 Journeyman to 1 Apprentice then,
- 1 Apprentice for every 2 Journeymen thereafter

# Jurisdiction (\* denotes special jurisdictional note):

ALLEN, AUGLAIZE, BUTLER, CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HARDIN, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, SHELBY, VAN WERT, WARREN, WYANDOT

## **Special Jurisdictional Note:**

## **Details:**

Name of Union: Sprinkler Fitter Local 669

Change #: LCN01-2022sksLoc669

Craft: Sprinkler Fitter Effective Date: 04/06/2022 Last Posted: 04/06/2022

	BHR			Fring	ge Bene	fit Payn	nents		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class	Classification											
Sprinkler Fitter	\$43.75		\$10.99	\$7.10	\$0.52	\$0.00	\$5.12	\$0.00	\$0.00	\$0.00	\$67.48	\$89.35
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	45.00	\$19.69	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.06	\$37.90
CLASS 2	50.02	\$21.88	\$7.85	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.25	\$41.20
CLASS 3	54.43	\$23.81	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$43.57	\$55.48
CLASS 4	59.43	\$26.00	\$10.99	\$7.10	\$0.52	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$45.76	\$58.76
CLASS 5	64.43	\$28.19	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$48.20	\$62.29
CLASS 6	69.43	\$30.38	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$50.39	\$65.57
CLASS 7	74.43	\$32.56	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$52.57	\$68.85
CLASS 8	79.42	\$34.75	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$54.76	\$72.13
CLASS 9	84.43	\$36.94	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$56.95	\$75.42
CLASS 10	89.44	\$39.13	\$10.99	\$7.10	\$0.52	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.14	\$78.70

## **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.

Name of Union: Truck Driver Bldg & HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change #: LCRO1-2021fbBldgHevHwy

Craft: Truck Driver Effective Date: 05/21/2021 Last Posted: 05/21/2021

	BHR			Fring	ge Bene	fit Payr	nents		Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor Tandems	\$29.24		\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06
Apprentice	Per	cent										
First 6 months	80.00	\$23.39	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$51.29
7-12 months	85.00	\$24.85	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.48
13-18 months	90.00	\$26.32	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.67
19-24 months	95.00	\$27.78	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.87
25-30 months	100.00	\$29.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06

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

#### 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:**

\*\* Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

Name of Union: Truck Driver Bldg & HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change #: LCNO1-2022sksBldgHevHwy

Craft: Truck Driver Effective Date: 06/08/2022 Last Posted: 06/08/2022

	BI	IR		Fring	ge Bene	fit Pay	ments	Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)	\$30	0.81	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72
Apprentice	Per	cent										
First 6 months	79.98	\$24.64	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.14	\$53.46
7-12 months	87.25	\$26.88	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.38	\$56.82
13-18 months	90.00	\$27.73	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.23	\$58.09
19-24 months	94.98	\$29.26	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.76	\$60.40
25-30 months	100.00	\$30.81	\$7.50	\$8.80	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.31	\$62.72

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

#### 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:**

\*\* Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

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Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

#### **DOCUMENT 00 0020 - NOTICE TO BIDDERS**

SEALED Bids for the furnishing of the necessary materials and construction of the:

RE-BID #3 Contract B – Schoolhouse Park New Amphitheater and Site Work Village of Covington 25 N. Grant St. Covington, Ohio 45318

Sealed Bids (Single Prime Contract) will be received by the Village of Covington at their offices located at 1 South High St. Covington Ohio **until 11:00 a.m. on February 6, 2023** and at that time will be publicly opened and read aloud.

The work will consist of construction of a new amphitheater and associated site work at the current Village Park located adjacent to Grant St. in Covington Ohio. Scope of services is defined in drawings provided with this bid package. Permits have been obtained.

The estimate of probable cost for this project is \$633,000 for all structure and site work items as identified in bid documents. Bidders shall not be responsible for paying sales taxes on materials incorporated into the structure.

This is a Single Prime Contract for both bid packages. Contractors can bid on both packages separately (must be kept separate due to funding sources).

A pre-bid meeting will be held on January 30, 2023, at 11:00am at the Village of Covington offices located at 1 South High Street, Covington, Ohio 45318.

Construction Completion Date: March 15<sup>th</sup>, 2024

This project must follow buy America rules and regulations as noted at the end of this section.

The contract documents, including plans and specifications, are on file at the Village Hall and the Architect/Engineer -- Poggemeyer Design Group, Inc., A Kleinfelder Company (PDG). Documents may be viewed and ordered online or obtained from Becker Impressions, 4646 Angola Road, Toledo, Ohio 43615, telephone 419-385-5303, <a href="www.kleinfelderplanroom.com">www.kleinfelderplanroom.com</a> for the cost of printing to be paid to the printing company at the time the drawings are picked up. Shipping and tax charges are the bidder's responsibility and payable directly to Becker Impressions. Neither the Owner nor the design team are responsible for any missed sections or communication if documents are not obtained directly from the printing company.

All Requests for Information (RFI) and questions must be e-mailed to <a href="maileo:shamizadeh@kleinfelder.com">shamizadeh@kleinfelder.com</a>. No telephone calls. A copy of our RFI form is included in the specification manual.

All bids must be signed and submitted on copies or originals of the blanks which are bound in the contract documents. Bids must state the prices in the blanks provided and be enclosed in a sealed envelope marked: RE-BID #3 Contract B – Schoolhouse Park, New Amphitheater and Site Work, Covington Ohio.

The bid guaranty may be of two forms:

1. A Bid Guaranty and Contract Bond using the form in the Contract Documents. (The amount of the bid does NOT have to appear on this form.)

Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

2. A certified check, cashier's check or letter of credit in favor of the Wood County Commissioners, in the amount of ten percent (10%) of the bid. If the contract is awarded a Contract Bond will be required, which is a one hundred percent (100%) payment and performance bond.

The successful bidder will be required to pay not less than the minimum wage rates established by the Department of Industrial Relations of the State of Ohio in accordance with all provisions of the Prevailing Wage Act of the State of Ohio, ORC Sections 4115.03 and 4115.16 and related requirements.

Bids received after the scheduled bid opening date and time, or not accompanied by a satisfactory bid bond or check, will neither be read nor considered.

Village of Covington has the rights to reject any or all bids and reserves the right to waive any irregularities in the form of the bid that do not affect or destroy competitive bidding. In no case will an award be made until all necessary investigations are made as to the qualifications of the bidder to whom it is proposed to award the contract

No bidder may withdraw his bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

#### ARTICLE XXI – BUILD AMERICA, BUY AMERICA

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States:
- 2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- 3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <a href="www.doi.gov/grants/BuyAmerica">www.doi.gov/grants/BuyAmerica</a>.

Additional information can also be found at the White House Made in America Office website:

<a href="www.whitehouse.gov/omb/management/made-in-america/">www.whitehouse.gov/omb/management/made-in-america/</a>.

#### Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

- Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
- 2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
- 3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <a href="https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers">www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers</a>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials. If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <a href="https://www.doi.gov/grants/buyamerica">www.doi.gov/grants/buyamerica</a> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

- 1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- 2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- 3. Department of Interior Bureau or Office who issued the award.
- Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- 5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- 6. Federal Award Identification Number (FAIN).
- 7. Federal funding amount (reference block 11.m. on DO Notice of Award).
- 8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
- 9. Infrastructure project description(s) and location(s) (to the extent known).
- 10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
- 11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- 12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver.

Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

- Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- 13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <a href="https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers">www.doi.gov/grants/BuyAmerica/ApprovedWaivers</a>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

#### **Definitions**

"Construction materials" includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals:
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

"Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

By Order of the:

The Village of Covington Covington, Ohio

Advertise: 1/19/23

1/23/23 1/30/23

### **DOCUMENT 00 0101 - INSTRUCTIONS TO BIDDERS RE-BID**

### 1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.
  - 1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF DOCUMENT 000101

# Instructions to Bidders

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

#### THE OWNER:

(Name, legal status, address, and other information)

#### THE ARCHITECT:

(Name, legal status, address, and other information)

#### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

#### **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. A vertical line in the left margin of this document indicates where the author has added necessary information and 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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

#### ARTICLE 1 DEFINITIONS

- § 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.
- § 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.
- § 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.
- § 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- § 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
- § 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- § 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
- § 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- § 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

- § 2.1 By submitting a Bid, the Bidder represents that:
  - .1 the Bidder has read and understands the Bidding Documents;
  - .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
  - .3 the Bid complies with the Bidding Documents;
  - 4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents:
  - .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
  - .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

#### ARTICLE 3 BIDDING DOCUMENTS

# § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

- § 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.
- § 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.
- § 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- § 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

- § 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.
- § 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)
- § 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

### § 3.3.2 Substitution Process

- § 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.
- § 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.
- § 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.
- § 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- § 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

- § 3.4.2 Addenda will be available where Bidding Documents are on file.
- § 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- § 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

#### ARTICLE 4 BIDDING PROCEDURES

- § 4.1 Preparation of Bids
- § 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.
- § 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.
- § 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.
- § 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- § 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
- § 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- § 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.
- § 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.
- § 4.2 Bid Security
- **§ 4.2.1** Each Bid shall be accompanied by the following bid security: (*Insert the form and amount of bid security.*)
- § 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

- § 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310<sup>TM</sup>, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

- § 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- § 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
- § 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

- § 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- § 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- § 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

#### ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

- § 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- § 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### ARTICLE 6 POST-BID INFORMATION

#### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305<sup>TM</sup>, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

#### § 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

#### § 6.3 Submittals

- **§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:
  - .1 a designation of the Work to be performed with the Bidder's own forces;
  - .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
  - .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- § 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- § 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- § 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

#### ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

## § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

- § 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- § 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
- (If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

### § 7.2 Time of Delivery and Form of Bonds

- § 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.
- § 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.
- § 7.2.3 The bonds shall be dated on or after the date of the Contract.
- § 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

### ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

- **§ 8.1** Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:
  - .1 AIA Document A101<sup>TM</sup>—2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
    - (Insert the complete AIA Document number, including year, and Document title.)
  - AIA Document A101<sup>TM</sup>\_2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. (*Insert the complete AIA Document number, including year, and Document title.*)
  - .3 AIA Document A201<sup>TM</sup>\_2017, General Conditions of the Contract for Construction, unless otherwise stated below.
    - (Insert the complete AIA Document number, including year, and Document title.)
  - 4 AIA Document E203<sup>™</sup>–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
    (Insert the date of the E203-2013.)

  - .5 Drawings

	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda:			
	Number	Date	Pages	
.8	Other Exhibits: (Check all boxes that apply and included of the E204-Market and Included Insert the date of the E204-Market and Insert the Insert and Insert the Insert and Inser	7, Sustainable Projects Exhib		
	[ ] The Sustainability Plan:			
	Title	Date	Pages	
	[ ] Supplementary and other Co	nditions of the Contract:		
	Document	Title	Date	Pages
.9	Other documents listed below: (List here any additional documents)	that are intended to form par	t of the Proposed (	Contract Documents.)

### DOCUMENT 00 0102 - SUBSTITUTION REQUEST FORM RE-BID (Submit 2 copies)

Date:		Request No.:				
То:	Poggemeyer Design Group, Inc.	Project:	No.:			
	1168 North Main Street Bowling Green, OH 43402	Proposer:				
	Phone 419-352-7537 Fax 419-353-0187	Address:				
Note:	Use separate form for each submittal.	Hereby request appros	oval of the following product or ved substitution"			
NAME	E AND DESCRIPTION OF SPECIFIED	PRODUCT OR SYSTEM	1:			
SPEC	IFICATION SECTION NO	, PAGE(S)	, PARAGRAPH(S)			
DRAV	VING NO(S) , DE	TAIL OR SECTION NO	(S)			
	SPECIFIED PRODUCT	PROPOSED	SUBSTITUTION			
Mater	ial Properties:	Material Pro	perties:			
Flam	mability:	Flammabilit	y:			
Sm	oke Density	Smoke De	ensity			
Fue	l Contributed	Fuel Contr	ributed			
Flai	me Spread	Flame Spr	ead			
Mois	ture Absorption	Moisture Ab	osorption			
Elast	icity	 Elasticity	<u> </u>			
Wate	er Resistance	Water Resistance				
Subst	rate Compatibility:	Substrate C	ompatibility:			
Insta	llation On:	Installation On:				
Cor	ncrete					
Ste	el Frame	Steel Frame				
Mas	sonry	Masonry				
Dry	wall	Drywall				
Test F	Reports:	Test Report	s:			
ls e	xact condition covered?	ls exact co	ondition covered?			
Rat	ed assembly?	Rated assembly?				
,	, ·					

Physical Restrictions:	Physical Restrictions:
Substrate:	Substrate:
Floor	Floor Roof
Roof Wall (non-rated)	Wall (non-rated)
Wall (rated)	Wall (rated)
vvaii (rateu)	vvaii (rateu)
Structure:	Structure:
Steel	Steel
Concrete	Concrete
Curtain wall	Curtain wall
Environmental Restrictions:	Environmental Restrictions:
Outside Air Temperature	Outside Air Temperature
Inside Air Temperature	Inside Air Temperature
Relative Humidity	Relative Humidity
Wind Load	Wind Load
Snow Load	Snow Load
Equipment Loads	Equipment Loads
Moisture Tests Required?	Moisture Tests Required?
Guarantee:	Guarantee:
Availability:	Availability:
Costs:	Costs:
REASON FOR NOT GIVING PRIORITY TO S	SPECIFIED ITEMS:
SUBSTITUTION AFFECTS OTHER MATERIA	ALS OR SYSTEMS:
YES, _	NO - IF YES, ATTACH COMPLETE DATA.

2.0	F0	NO	ı \	VEC. ATTACH COMPLETE DATA
Y	ES,	NO	- IF Y	YES, ATTACH COMPLETE DATA.
SAVINGS OR CREDIT TO	OWNER FOR AC	CEPTING	G SUE	BSTITUTE:
\$				
THE ATTACHED DATA IS	FURNISHED HER	REWITH <sup>-</sup>	ro su	JPPORT EVALUATION OF SUBSTITUTE:
CATALOC	G, DR	AWINGS	, _ SA	AMPLES, TESTS,
REPORTS	S,			OTHER
FULLY CHECKED AND CO ALL COSTS OF REDESIG	OORDINATED W	ITH THE	CONT ORA	THAT THE SUBSTITUTION HAS BEEN TRACT DOCUMENTS AND WILL ASSUME TE THE SUBSTITUTION.
FIRM NAME			_,.	
ADDRESS				
PHONE			FA	X
THE FOLLOWING TO BE	COMPLETED BY	THE A/E	:	
SUMMARY:				
OOMMACT.				
SUBSTITUTION AF	PPROVED:	YES	OR	NO
			OR	NO
SUBSTITUTION AF			OR	NO
SUBSTITUTION AF			OR	NO
SUBSTITUTION AF APPROVED WITH  1			OR	NO
SUBSTITUTION AF APPROVED WITH  1 2	RESTRICTIONS:			
SUBSTITUTION AF APPROVED WITH  1 2 3	RESTRICTIONS:	YES	OR	NO
SUBSTITUTION AF APPROVED WITH  1 2 3 RESUBMITTAL RE	RESTRICTIONS:	YES	OR	NO

END OF DOCUMENT

	REQUEST FOR INFORMATION RE-BID
LAST DAY TO SUBM	IT REQUEST FOR INFORMATION: 7 DAYS BEFORE BID OPENING
Project Name:	RE-BID Contract B – Schoolhouse Park, New Amphitheater and Site Work
PDG Job #:	20231048.001A
Submitted to:	Sonny Hamizadeh shamizadeh@kleinfelder.com
From Company Name:	
From Contact Person:	
Telephone/Fax Number:	
E-Mail Address:	
Date of Request:	
The section/drawing nu Each s	mber of item you are requesting information MUST be completed below. section/drawing must be submitted on a separate form.
Section Number	
Drawing Number	
Discipline Affected	□ Architectural □ Electrical □ Mechanical □ Transportation □ Site □ Structural
RFI#	CONTRACTOR QUESTION
Attachment Included	□ Yes □ No
	PDG RESPONSE
Answered by:	
Date:	

Village of Covington – Schoolhouse Park RE-BID #3 Contract B Amphitheater Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

### **DOCUMENT 00 0311 - FORM OF PROPOSAL RE-BID**

Bidder's Firm Name:	
Address:	
Telephone/Fax No.	
E-mail Address:	
Form of Proposal for the constru	ction project entitled:
	D # 3 CONTRACT B – SCHOOLHOUSE PARK NEW AMPHITHEATER AND SITE WORK VILLAGE OF COVINGTON 25 N. GRANT ST. COVINGTON, OHIO 45318
tools, equipment, and transporta accordance with plans and sp	perform all work required and to provide and furnish all labor, material, ation necessary for the proper completion of the above-named project, in pecifications prepared by POGGEMEYER DESIGN GROUP, INC., A th Main Street, Bowling Green, Ohio within the time set forth (60 days) ied below.
the Owner, a notice that his propat the business address given	within sixty (60) days from the bid date named for receiving proposals by bosal will be accepted by the Owner (notice shall be mailed to the bidder above or it shall be delivered to him personally), this bidder then shall deliver to the Owner, where directed, a contract properly executed in by the Architect/Engineer.
The undersigned has received the and acknowledges the addition specifications.	ne following <b>Addendum Numbers</b> :ons to, deductions from, or changes, in the original drawings or
ITEM NO. 1 – GENERAL TRADI	ES CONTRACT – BASE BID
ALL LABOR AND MATERIALS,	for the sum of \$
completed as herein noted with	awarded promptly, the undersigned proposes that all the work will be nin () calendar days following an Owner-considering delays due to strikes, or circumstances unavoidable to the

### **LIQUIDATED DAMAGES:**

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Owner would sustain.

FORM OF PROPOSAL 00 0311 - 1

Village of Covington – Schoolhouse Park RE-BID #3 Contract B Amphitheater Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

### Liquidated Damages:

Contract Amount \$1 to \$50,000 MORE THAN \$50,000 to \$150,000 MORE THAN \$150,000 to \$500,000 MORE THAN \$500,000 to \$1,000,000 MORE THAN \$1,000,000	Dollar Per Day \$150.00 \$250.00 \$500.00 \$750.00 \$1,000.00	
Firm Name of Bidder:  Signature of Authorized Officer:  Date:		

**END OF DOCUMENT** 

FORM OF PROPOSAL 00 0311 - 2

### DOCUMENT 00 0400 - SUPPLEMENTS TO BID FORM RE-BID

### APPENDIX A: EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below the work he has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

(1) that the Bidder maintains a permanent place of business;

(2)	has adequate facilities			1 1 11	
1.71	partiliaet aterinane aen	and adulinment	' available for the we	irk lindar tha nro	nnced contract:
( _ )	mas adeddate facilities	and edublien	avallable for the we	in under the bit	Juosea contract.
` '		1 1			,

(3)	that the Bidder has suitable financial means to meet obligations incidental to work; and
(4)	that the Bidder has appropriate technical experience and poses sufficient skill and experience.

### APPENDIX B: CERTIFIED COPY OF CORPORATION RESOLUTION

					(Name	of Company)				
I hereby certify that I am the duly elected and acting Secretary of										
a Corpor	ation dul	y orga	nized and	existin	g unde	r the laws of th	ne State	e of		
than on	the		day of			, 2	20	_, the Boa	ard of said (	Corporation
authorize	d and ap	prove	d a certain	Propos	sal to _					
(insert	name	of	Owner)	for	the	construction	of	certain	improvem	ents for
					(i	insert name of	Owne	<i>r</i> ) by said	Corporation	n and any
Contract	resulting	there	from and e	npowe	red the	·				
(insert titl	e of office	er) of	said Corpor	ation to	o exect	ute said Propos	al and (	Contract fo	or, and in bel	nalf of, said
Corporati	on; that s	said a	uthority is n	ot con	trary to	any provision i	in the a	rticles of i	ncorporation	or code of
regulation	ns or cod	e of by	y laws of sa	id Corp	oration	n; that said auth	ority ha	s not beer	rescinded o	or modified:
and that								is d	uly elected	and acting
						_ (insert title of	officer o	of said Cor	poration).	
IN WITNE	ESS WHE	EREO	F, I have he	ereunto	subsc	ribed my name o	on			,20
		(Secr	retary)							

### APPENDIX C: NON-COLLUSION AFFIDAVIT

PROJECT:				
State of Ohio ) ) SS: County of Lucas )				
•				
I,(Name of Party Signing)	,		(Title)	<del></del>
Being duly sworn, do depose and say th	at:			
(Insert Name o	f Individual, Co	-partnership, Co	rporation)	
its agents, officers, or employees have n	ot directly or in	directly entered	into any agreement	, participated
in any collusion, or otherwise taken any	action in restra	int of free compe	titive bidding in con	nection with
this proposal.				
Signature				
Title	<del></del>			
Sworn to subscribed before me this	day of		, 20	
Notary Public in and for				(SEAL)
	County, C	Ohio		
My Commission expires				
	, 20			
(This affidavit must be executed for the l	bid to be consid	dered.)		

Village of Covington – Schoolhouse Park RE-BID #3 Contract B Amphitheater Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

**APPENDIX D(1): O.R.C. 5719.042** 

"After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person as charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) day of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof."

# APPENDIX D(2): AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES O.R.C. 5719.042

State of Ohio	) ) SS:
County of Lucas	)
TO:	
3	first duly sworn, having been awarded
property taxes on the ge have territory and that w	re not charged at the time the bid was submitted with any delinquent personal eneral tax list of personal property of any county in which you, as a taxing district, e were not charged with delinquent personal property taxes on any such tax list.  It is above contract, the above statement is incorporated in said contract dersigned.
	Signature
	Company Name
Sworn to before me and	subscribed in my presence this day of, 20
Seal	Notary Public
	My Commission expires

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

Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

## APPENDIX E: BID GUARANTY AND CONTRACT BOND (SECTION 153.571 Ohio Revised Code)

F THE ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ALTERNATED, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not-to-exceed ten percent (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 will pay 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, requirement advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) day after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein, and

IF THE SAID Principal shall well and faithfully perform each and every conditions of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Village of Covington – Schoolhouse Park RE-BID #3 Contract B Amphitheater Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

THE SAID Surety herby stipulates and agrees that no modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and id does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND	SEALED this	day of	 , 20	
PRINCIPAL:			 	
BY:			 	
TITLE:				
SURETY:				
BY:				
	Attorney-in-fact			
SURETY COM	PANY ADDRESS	<u>s:</u>		
NAME:			 	
STREET ADDI	RESS:			
CITY, STATE,	ZIP CODE:		 	
SURETY AGE	NT'S ADDRESS:			
AGENCY NAM	IE:			
STREET ADDI	RESS:			
CITY, STATE.	ZIP CODE:			

### **DOCUMENT 00 0501 - AGREEMENT RE-BID**

### PART 1 GENERAL

1.1 AIA Document A101 Standard Form of Agreement Between Owner and Contractor form – Stipulated Sum 2007 Edition, (Enclosed) forms the basis of Contract between the Owner and Contractor.

**END OF DOCUMENT** 

AGREEMENT 00 0501 - 1

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

**AGREEMENT** made as of the day of in the year (In words, indicate day, month and year.)

### **BETWEEN** the Owner:

(Name, legal status, address and other information)

and the Contractor:

(Name, legal status, address and other information)

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

The Architect:

(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

### **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. A vertical line in the left margin of this document indicates where the author has added necessary information and 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.

**User Notes:** 

### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### **EXHIBIT A INSURANCE AND BONDS**

### 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.)

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

§ 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 th	nan ( ) calendar days from the date of commencement	of the Work.
[ ] By the follo	owing date:	
are to be completed prior t	tents of the Contract Time as provided in the Contract Doc to Substantial Completion of the entire Work, the Contractons by the following dates:	
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fa any, shall be assessed as so	ails to achieve Substantial Completion as provided in this Set forth in Section 4.5.	Section 3.3, liquidated damages, if
	y the Contractor the Contract Sum in current funds for the um shall be (\$ ), subject to additions and deductions as	
§ 4.2 Alternates § 4.2.1 Alternates, if any,	included in the Contract Sum:	
Item	Price	
execution of this Agreeme	ditions noted below, the following alternates may be acceptent. Upon acceptance, the Owner shall issue a Modification attended the conditions that must be met for the Owner to a	on to this Agreement.
Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, if (Identify each allowance.)	included in the Contract Sum:	
Item	Price	
§ 4.4 Unit prices, if any: (Identify the item and state	e the unit price and quantity limitations, if any, to which t	he unit price will be applicable.)
Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated damages (Insert terms and condition	, if any: ons for liquidated damages, if any.)	
§ 4.6 Other: (Insert provisions for bonu	us or other incentives, if any, that might result in a chang	e to the Contract Sum.)

**User Notes:** 

### 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:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the 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 ( ) 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<sup>TM</sup>–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:
  - That portion of the Contract Sum properly allocable to completed Work;
  - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 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:
  - 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;
  - 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.)

§ 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.)

§ 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.)

§ 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.)

- § 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:

### § 5.3 Interest

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.)

%

**User Notes:** 

### 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.)

(1144403786)

§ 6.2 Binding Dispute Resolution	δ	6.2	Binding	Dispute	Resolutio
----------------------------------	---	-----	---------	---------	-----------

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)

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.)

§ 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.

### **§ 8.2** The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

**User Notes:** 

(1144403786)

§ 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<sup>TM</sup>-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<sup>TM</sup>\_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 AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, 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.)

§ 8.7 Other provisions:

### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- AIA Document A101<sup>TM</sup>–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction
- AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.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.)

Init.

	[ ]		t E204 <sup>TM</sup> —2017, Sustainable Projects of the E204-2017 incorporated into		cated below:
	[ ]	The Sustainabil	lity Plan:		
	Tit	le	Date	Pages	
	[ ]	Supplementary	and other Conditions of the Contrac	et:	
	Do	cument	Title	Date	Pages
	(List I) Docum sampli requin propo docum	ment A201 <sup>TM</sup> _2017 le forms, the Contr rements, and other osals, are not part o nents should be list	I documents that are intended to ford provides that the advertisement or actor's bid or proposal, portions of information furnished by the Owner of the Contract Documents unless en ted here only if intended to be part of	invitation to bid, Instr Addenda relating to bir in anticipation of recumerated in this Agrea	uctions to Bidders, idding or proposal eiving bids or ement. Any such
This Agreemen	nt ente	ered into as of the c	lay and year first written above.		
OWNER (Sign	iature,		CONTRACTO	R (Signature)	
(Printed name	e and	title)	(Printed nam	e and title)	

**User Notes:** 

**END OF DOCUMENT** 

Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

### DOCUMENT 00 0600 - NOTICE OF AWARD RE-BID

То:						
Project Descrip	tion:					
The Owner has described work	considered the Bid so in response to its Adv	for the above Information for Bidders.		for the above		
You are hereby	notified that your Bid	has been accep	ted for ite	ems in the ar	nount of \$	······································
	ed by the Information tract Bond, if applicab notice to you.					
notice, said Ow Bid as abandor	ecute said Agreemen ner will be entitled to ned and as a forfeitur Dhio Revised Code. T	consider all your e of your Bid gu	rights ar iaranty si	ising out of t ubject to the	he Owner's ac liability as se	ceptance of your to forth in Section
Dated this	day of	, 2	0			
	OWNER					
Ву:						
Name:						
<b>-</b>						
ACCEPTANCE	OF NOTICE					
	above NOTICE OF AV day of					
Ву:						
<b>-</b>						

NOTICE OF AWARD 00 0600 - 1

**DOCUMENT 00 0602 - NOTICE TO PROCEED RE-BID** 

Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

# PROJECT DESCRIPTION You are hereby notified to commence work in accordance with your Agreement dated \_\_\_\_\_\_\_, 20\_\_\_\_, and you are to complete the work within \_\_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_\_\_, 20\_\_\_\_.

### **ACCEPTANCE OF NOTICE**

Title: \_\_\_\_\_

OWNER

Receipt	of the above NOTICE TO PROC	EED is hereby acknowledged by	
on this _	day of	, 20	
By: Name:		<del> </del>	
		<del></del>	

END OF DOCUMENT

NOTICE TO PROCEED 00 0602 - 1

### DOCUMENT 00 2113 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS RE-BID - AIA

### PART 1 - INSTRUCTIONS TO BIDDERS - AIA

1.1 These Instructions to Bidders amend or supplement the Instructions to Bidders (AIA Document A701, 1997 Edition – Enclosed) and other provisions of the Bidding and Contract Documents.

### 1.2 RELATED DOCUMENTS

- A. **Document 00 0020** Notice to Bidders.
- B. **Document 00 0101** Instructions to Bidders.
- C. **Document 00 0311** Bid Form Stipulated Price.
- D. **Document 00 0400** Supplements to Bid Form: Appendices A to E.
- E. **Document 00 8011** Supplementary Conditions AIA:
  - 1. Contract time identification.
  - 2. Tax exempt procedures.
  - 3. Bond types and values.

### 1.3 STANDARDS – SUBSTITUTIONS/EQUALS

- A. If a single material, product, or equipment is specified by name, such is intended to establish a standard; therefore, all proposals shall be based on such a specified standard.
- B. For a material product or equipment substitution or equal-make to be considered, it must be submitted in accordance with the requirements outlined in "Instructions to Bidders", and other specification sections governing substitutions.
- C. All products proposed for substitution or as an equal must be made **prior to bidding** and are subject to approval or rejection by the Architect/Engineer.

### PART 2 - SITE ASSESSMENT

### 2.1 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The project site is open for examination by bidders.

Village of Covington – Schoolhouse Park RE-BID #3 Contract B Amphitheater Poggemeyer Design Group, Inc. A Kleinfelder Company 20231048.001A

### 2.2 PREBID MEETING

A. A pre-bid meeting will be held on January 30, 2023, at 11:00am at the Village of Covington offices located at 1 South High Street, Covington, Ohio 45318.

### 2.3 DOMESTIC STEEL

A. Please see rules and regulations regarding Buy America in Notice to Bidders' section in these documents.

END OF DOCUMENT 002113

### **DOCUMENT 00 7001 - GENERAL CONDITIONS RE-BID - AIA**

PART 1 - GENERAL

- 1.1 AIA Document **A201 General Conditions of the Contract for Construction, 2007 Edition** (Enclosed), is the General Conditions between the Owner and Contractor.
- 1.2 SUPPLEMENTARY CONDITIONS
  - A. Refer to Document 00 0811 for amendments to these General Conditions.

**END OF DOCUMENT** 

### General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

### THE OWNER:

(Name, legal status and address)

### THE ARCHITECT:

(Name, legal status and address)

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and 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.

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

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#### ARTICLE 1 GENERAL PROVISIONS

# § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

## § 1.1.2 The Contract

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

# § 1.1.3 The Work

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

### § 1.1.4 The Project

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

## § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

## § 1.2 Correlation and Intent of the Contract Documents

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

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## § 1.3 Capitalization

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

## § 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

# § 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

## § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 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<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202<sup>TM</sup>–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 shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

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

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

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

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

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

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

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

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

## ARTICLE 3 CONTRACTOR

## § 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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

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

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

# § 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

#### § 3.5 Warranty

- § 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- § 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

# § 3.6 Taxes

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

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

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

## § 3.7.4 Concealed or Unknown Conditions

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

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

#### § 3.8 Allowances

- § 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.
- § 3.8.2 Unless otherwise provided in the Contract Documents,
  - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

# § 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

# § 3.13 Use of Site

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

## § 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

## § 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

# § 3.16 Access to Work

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

#### § 3.17 Royalties, Patents and Copyrights

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

## § 3.18 Indemnification

- § 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.
- § 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

## § 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## § 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

# § 4.2.4 Communications

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

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

# § 5.1 Definitions

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

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

#### § 5.4 Contingent Assignment of Subcontracts

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

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

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- **§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- **§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

# § 6.3 Owner's Right to Clean Up

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

#### ARTICLE 7 CHANGES IN THE WORK

## § 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

# § 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
  - .1 The change in the Work;
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

**User Notes:** 

- Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

# § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

## § 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

### § 8.2 Progress and Completion

- **§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

# § 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

#### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

#### § 9.2 Schedule of Values

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

#### § 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

## § 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
  - .1 defective Work not remedied;
  - .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
  - **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

# § 9.7 Failure of Payment

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

## § 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

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

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

### § 9.10 Final Completion and Final Payment

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

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

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

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

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

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

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

## § 10.1 Safety Precautions and Programs

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

## § 10.2 Safety of Persons and Property

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

- employees on the Work and other persons who may be affected thereby; .1
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, .3 structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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

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

## § 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

# § 10.4 Emergencies

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

#### ARTICLE 11 INSURANCE AND BONDS

# § 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

### §11.5 Adjustment and Settlement of Insured Loss

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

# § 12.1 Uncovering of Work

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

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

### § 12.2 Correction of Work

## § 12.2.1 Before Substantial Completion

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

#### § 12.2.2 After Substantial Completion

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

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

#### ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

#### § 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

#### § 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

## § 13.4 Tests and Inspections

- § 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.
- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

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

### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

# § 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
  - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

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

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

## § 15.1.1 Definition

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

## § 15.1.2 Time Limits on Claims

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

#### § 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

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

# § 15.1.6 Claims for Additional Time

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

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

# § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

#### § 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

# § 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

# § 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

### § 15.4.4 Consolidation or Joinder

- § 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

#### **DOCUMENT 00 8011 - SUPPLEMENTARY GENERAL CONDITONS RE-BID**

#### PART 1 - GENERAL

## 1.1 GENERAL CONDITONS

A. The Specifications and the "Supplementary Conditions" shall have precedence over the "General Conditions of the Contract", where any conflict may occur.

#### 1.2 DEFINITIONS

- A. The Contract Documents consist of the Agreement, the General Conditions, the Supplementary General Conditions, the drawings, the specifications, Addenda, and Bulletins including all modifications thereof incorporated in the documents before their execution. These form the contract.
- B. The Owner, the Contractor, and the Architect/Engineer are those mentioned as such in the Agreement and in the specifications. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- C. Written notice shall be deemed to have been duly served if delivered to the individual or to a member of the firm for whom it is intended.
- D. The term "Work" of the Contractor or Subcontractor includes labor or materials or both.
- E. All time limits stated in the Contract Documents are of essence to the contract.
- F. The law of the place of project shall govern the construction of this project.
- G. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- H. Furnish or Supply: To supply and deliver, unload, inspect for damage.
- I. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
- J. Provide: To furnish or supply, plus install.
- K. Approved Equal: Product of same or different manufacturer that meets or exceeds all characteristics of the listed product, including aesthetic appearance. The Architect/Engineer shall have sole discretion as to the final decision of acceptance or rejection of products proposed as equal.

#### 1.3 SUPPLEMENTARY CONDITONS

A. These Supplementary Conditions amend or supplement the General Conditions of the Contract for Construction (AIA Document A201) and other provisions of the Contract Documents as

- indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction (AIA Document A201) have the meanings assigned to them in the General Conditions.

#### 1.4 ARTICLES 2, 3, AND 4: PARTIES TO THE CONTRACT

- A. Owner refers to the: Village of Covington, 1 South High Street, Covington, Ohio 45318.
- B. Architect/Engineer refers to the firm of: Poggemeyer Design Group, Inc., 1168 N. Main Street, Bowling Green, Ohio 43402.
- C. Whenever the word "Contractor" is used it shall be understood to mean the person, persons, co-partnership, or corporation who have entered into this contract as parties of the second part of his, their, or its legal representative.

#### 1.5 ARTICLE 3.4: LABOR AND MATERIALS

A. "When a project is funded in whole or in part by State of Ohio Capital Funds, it is required that Domestic steel use requirements as specified in Section 153.001 of the revised code apply to this project. Copies of Section 153.001 of the revised code can be obtained from any of the Offices of the Department of Administrative Services."

#### 1.6 ARTICLE 3.5: WARRANTY

- A. Guarantee provisions of this Specification do not modify, extend or shorten the guarantee provisions outlined in the Contract between the Contractor and the Owner. All guarantee periods shall start at occupancy or substantial completion. Contractor shall note work completed earlier will in effect, have longer guarantee periods. It is intended that work shall be completed per schedule and used as necessary during construction. It is understood that some manufactured products have more limited guarantees. Work under these Specifications shall carry the longest and least restricted manufacturers' guarantees or warranties available from the accepted manufacturer.
- B. Written guarantees shall be delivered by the Contractor to the Architect/Engineer on or before completion of the work and prior to final payment. Guarantees shall clearly identify the work guaranteed and shall state the work and all of its components will remain, if normally used and maintained by the Owner as recommended by the Contractor or manufacturer, in normal operating condition and be free of any defects in material and/or workmanship for period of at least one (1) year, or longer if so specified, from the date of substantial completion of the total project or occupancy, whichever comes first. If an element is defective at substantial completion or occupancy as evidenced by the Punch List, the warranty of that element shall be extended so that guarantee period will start on final acceptance of that element.
- C. In the event of failure of any guaranteed work, the Owner and Architect/Engineer will give the Contractor timely notice and the Contractor shall promptly affect the necessary repairs, adjustment or replacements as applicable. Should any adjoining work be damaged by the

failure or during repair or replacement of faulty work, the Contractor shall cause it to be restored without cost to the Owner.

#### 1.7 ARTICLE 3.6: TAXES

- A. Contractors shall not be required to pay sales taxes for materials and services incorporated into the final structure.
- B. Tax Exemption Certificates shall be made available to each Contractor upon their request to the Owner.

#### 1.8 ARTICLE 3.7: PERMITS, FEES, AND NOTICES

- A. The Owner will submit and secure the Plan Approval/Permits, and pay fees associated with same.
- B. Each Contractor is responsible to secure his portion of any additional building permit(s) (i.e., Local Permits, fees, approvals, licenses, etc.) as may be required to legally and properly complete the work.

## 1.9 ARTICLE 3.9: SUPERINTENDENT

- A. The General Contractor of the Work shall furnish and maintain at all times, a single individual, a Superintendent of Construction, with sole headquarters at premises of this work. Said Superintendent may be a "Working Superintendent".
- B. Said Superintendent shall study all details of the entire project and shall be aware of all requirements in the drawings and specifications.
- C. The General Contractor shall be the lead on this project.

### 1.10 ARTICLE 3.11.1: RECORD DRAWINGS

A. The Contractor shall keep on the work site a complete set of prints of the Contract Drawings for the sole purpose of recording changes in the work that is to be concealed or that cannot be readily located in the finished project. When the work is completed, the Record Drawings marked prints shall be delivered to the Architect/Engineer. All concealed installations shall be dimensionally located from the column lines or the walls.

## 1.11 ARTICLE 3.12: SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Subcontractors and material suppliers shall submit all required shop drawings to the Architect/Engineer **through** the Contractor for whom their work is to be performed.
- B. Each Contractor shall check said shop drawings for compliance with the contract drawings and specifications and shall <u>plainly mark corrections on all copies before submittal to the Architect or Engineer for review</u>.

- C. No fabrication, delivery, or installation of the work shall be done prior to the receipt, by the Contractor, of shop drawings bearing Architect's or Engineer's written review.
- D. Shop drawing review will be general. It shall not relieve contractor of responsibility for accuracy of such shop drawings, nor for proper fitting, construction of work, furnishing of work or materials required by the contract and not indicated on the shop drawings. If shop drawings show variation from contract requirements, make specific mention of such variation.
- E. The Contractor shall submit for approval, samples of all materials and items to the extent specified in the Specifications. Two (2) identical samples of each material or item shall be prepared, labeled with the trade name, manufacturer's name and address, and location and/or purpose for which the material or item is to be used in the work.
- F. All samples shall be carefully packed to insure arrival at their destinations in good condition and shall be mailed or delivered with all charges prepaid by the Contractor for submittal to the Architect/Engineer. Notice of samples mailed or delivered shall be covered in letters of transmittal.
- G. Approved samples of materials and items not subject to destructive tests shall be kept on file in the Contractor's field office and shall be available at all times. Neither rejected nor approved samples will be returned to vendors or Subcontractors except at their request and expense.

#### 1.12 ARTICLE 3.13: SITE

- A. Storage space at the site will be as directed by Owner.
- B. The Contractor shall allot suitable and proper space to his Subcontractors for the storage of their materials and for the placement of their tool trailers.
- C. The Contractor shall confine the storage of material to spaces as allotted by the Owner and shall at all times store materials neatly and compactly.
- D. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as, and when directed at his expense.
- E. Securing stored/kept material on site is the sole responsibility of the Contractor(s).

#### 1.13 ARTICLE 3.15: CLEANING UP

- A. The premises shall be kept free from an accumulation of waste materials, rubbish, accumulated by reason of this work. Prime Contractor shall provide daily clean up.
- B. All packaging devices (i.e., cartons, crating, boxes, bags, wrapping, paper, etc.) brought to the premises in connection with the work of a respective contractor, shall be removed from the premises by the same contractor.
- C. Contractor shall obtain required and appropriate recycling bins for all building products and packaging material that can be recycled.

## 1.14 ARTICLE 4.4.1: CLAIMS AND DISPUTES

- A. The Architect/Engineer, being the author of the documents, shall have the right to interpret the true meaning and intention of the working drawings and the specifications where not clearly stated or described; and should any controversies or disputes arise over such interpretations, his decision shall be final.
- B. Any interpretation of the Contract Documents made by any party other than the Architect/Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation.
- C. The Bidder shall not, at any time after the execution of the Agreement, 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 for interpretation was made by the Bidder prior to the bid opening.
- D. In case of difference between the drawings and the specifications, the conflictions must be reported before the award of the contract. Otherwise, the successful bidder will be bound by the Architect's/Engineer's ruling as to which shall take precedence. The higher quantity or capacities will be expected.
- E. The Contractor shall verify and check all dimensions at the project site. Any discrepancies between actual dimensions and those given on the drawings shall be reported to the Architect/Engineer without delay. Required measurements for shop and other work, shall be taken at the job by the Contractor.

## 1.15 ARTICLE 6.1: SEPARATE CONTRACTS

A. The Owner reserves the right to let other contracts in connection with this building during this project. The contractors shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

## 1.16 ARTICLE 6.1.2: CONTRACTOR RELATIONSHIPS

- A. All contractors shall coordinate their work with all adjacent work and with the work of all other trades so as to facilitate the general progress of the work and to afford each of the other trades opportunity for performing its work at time or times appropriate for the best progress of the whole project.
- B. Refer to Article 3.9: "Superintendent", above. All contractors shall cooperate with said superintendent as intended therein.
- C. If a Contractor causes damage to the work of another, repairs acceptable to the Architect/Engineer shall be made by the contractor damaged, and the cost, thereof, shall be charged to the Contractor causing such damage.

### 1.17 ARTICLE 7: CHANGES IN WORK

- A. The Architect/Engineer, without invalidating the Contract, may order additional work with the Owners' approval by altering, adding to, or deducting from the work. All such changes shall be executed under the provisions of the Contract, unless otherwise expressly stipulated.
- B. If the Contractor determines that additional drawings, revised Drawings, or other directions issued subsequent to execution of the Contract will result in increased or decreased scope of the work, he shall notify the Architect/Engineer immediately and shall not proceed with the affected work until authorized.
- C. The additions to or deductions from the Contract Sum shall be determined per Contract Agreement.
- D. See Change Order Procedures, Section 01 28 00.

### 1.18 ARTICLE 8: TIME

A. Work shall begin as soon as possible after the award of contracts, but not later than 3 weeks after receiving the notice to proceed. Contractor to coordinate the start date with Owner.

### B. Completion

- 1. Substantial completion of this project shall be achieved not later than 6 months from the agreed to start date.
  - a. Coordinate the installation of the splashpad and start up with Owner. This part of the contract can be completed in Spring 2023.
- 2. Final completion shall be completed not more than two weeks after substantial completion date.
- 3. Long lead items affecting the completion date must be identified and coordinated with Owner and Architect within the first 3 weeks of the construction.

### 1.19 ARTICLE 9.2: SCHEDULE OF VALUES

- A. Within 10 days after the award of the contract, each Contractor shall submit, to the Architect/Engineer, a complete breakdown by CSI number of all material and labor costs in each section of the work included in his contract.
- B. Said breakdown shall be made on AIA Documents G-702/G-703 suitable for use by Architect/Engineer in making estimates of the cost of each portion of the work completed at the time application for payment is made each month.

### 1.20 ARTICLE 9.3: APPLICATIONS FOR PAYMENT

A. Until the project is 50% complete based on monthly certificates, payment will be made up to 92% of value of work in place and of materials suitably stored on the site or at verified storage areas.

- B. After the project is 50% completed, partial payment will be made up to 100% of the value of additional work in place and materials suitably stored on the site or at verified storage areas, such that at project completion payments made will equal 96% of work in place, including approved change orders.
- C. Final payment certificate will be issued when all work is completed, and payment of retained percentage will be made within thirty (30) days of date of final certificate, if all work is completed and accepted at that time.
- D. Evidence, satisfactory to the Owner, may be required to show that all current obligations relating to this work are satisfied before releasing any payment due on the work. Before payment of the Final Estimate, each Contractor shall file an affidavit with the Owner stating that monetary obligations relating to lienable items in connection with this work have been fulfilled.

## 1.21 ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- A. The contractor shall continuously maintain adequate protection of all of the work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner or covered by Owner's Insurance responsibility. The Contractor shall adequately protect adjacent property as provided by Law and the Contract Documents.
- B. The Contractor shall take all precautions and instruct his employees as necessary for the safety of all his employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where his work is being performed. The Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work all safeguards necessary for the protection of workmen and the public and shall post danger signs warning of hazards created by construction operations.
- C. In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor is hereby instructed to take necessary measures to prevent threatened loss or injury. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement.
- D. Any disturbances or damages to the work or improvements, or any impairment of facilities, resulting directly or indirectly from the Contractors operations shall be promptly restored, repaired, or replaced by the Contractor at his own expense, to the satisfaction of the Architect/Engineer or Owner.

### 1.22 ARTICLE 11: INSURANCE AND BONDS

A. The limits of liability for the insurance required by paragraph 11.1 of the "AIA--General Conditions of the Contract", Article 11.1 entitled "Contractor's Liability Insurance" shall provide coverage for not less than the following amounts or greater where required by laws and regulations and is hereby supplemented to read for each contractor to carry:

1. State Statutory

2. Applicable Federal (e.g. Longshoreman's)

Statutory

3. Ohio Stop Gap Coverage 1,000,000

4. Employers Liability

a.	By Accident - Each Accident	500,000
b.	By Disease - Policy Limit	500,000
C.	By Disease - Each Employee	500,000

- 5. Comprehensive General Liability (under paragraphs 11.1.1.3 through 11.1.1.5 and 11.1.1.7 of the general conditions):
  - a. Bodily Injury and Property Damage

b.	General Aggregate	2,000,000*
C.	Products-Completed Operations Aggregate	2,000,000*
d.	Personal & Advertising Injury	2,000,000*
e.	Each Occurrence	2,000,000*

- 6. Property damage liability insurance will provide explosion, collapse and underground coverages where applicable. If blasting is required, \$1,000,000 separate cover.
  - a. Comprehensive Automobile Liability under 11.1.1.6
  - b. Combined single limit

3,000,000\*

- 1) \*Can be provided with any combination of primary and excess coverage.
- 7. The contractual liability required by paragraph 11.1.1.8 of the general conditions shall provide coverage for not less than the following amounts:
  - a. Personal Injury
    - 1) General Aggregate

3,000,000\*

2) Personal Injury each occurrence

2.000.000\*

- a) \*Can be provided with any combination of primary and excess coverage.
- B. Add paragraph 11.1.1.9 as follows: CONTRACTORS shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTORS, Subcontractors, ARCHITECT/ENGINEER and ARCHITECT/ ENGINEER'S consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions. CONTRACTOR shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portion of the Work are to be included in an Application for Payment.
- C. No operation shall commence on any work governed by a contract, until all insurance governed by provisions of the above paragraph, has been obtained and approved as adequate by the Owner.
- D. No Contractor shall permit a subcontractor in his employ, to start work until identical insurance which hereby is required for said subcontractor coverage, has been obtained and approved; except if said subcontractor's employers are covered by said insurance protection provided by contractor employing said Subcontractor.

## 1.23 ARTICLE 11.1.3: PROOF OF COVERAGE

- A. Certificates of Insurance, complying with the requirements outlined heretofore must be submitted to the Owner and Architect/Engineer. In the event of failure to furnish such certificates, or any change in or reduction of or cancellation of any required insurance, the Owner may terminate the Contract. In lieu of termination, the Owner and Architect/Engineer at his option may designate a person, firm, or corporation to secure any of the required insurance and deduct the cost thereof from contract payment due. The Contractors Certificates of Insurance shall meet the following requirements:
  - 1. Copies of the certificates must be issued to the Owner.
  - 2. The name of the insured must agree with the name shown in the Contract.
  - 3. The policy numbers, effective and expiration dates, and the limits of the insurance must be shown.
  - 4. Location (street address, city and state) where the work to be performed or statement that coverage is for work anywhere in the United States must be shown.
  - 5. Type of work to be performed must be shown.
  - 6. Contain a "Guaranteed Cancellation" clause reading as follows:
    - a. The insurance coverage shown in this certificate will not be changed, reduced or canceled unless fifteen (15) days prior written notice is given to the Owner at the place to which this certificate is addressed.
  - 7. The certificate must be properly signed in ink by a representative of the insurance company.
- B. Approval of the Contractor's insurance and authorization to commence work may be delayed if insurance certificates are incomplete in any of the above requirements. The Owner shall be furnished a certificate copy of the insurance policies upon request.
- C. Contractor shall furnish copies of appropriate insurance certificates to the Owner along with the executed Contract.

#### 1.24 ARTICLE 11.4: PROPERTY INSURANCE

- A. The Owner will secure and maintain Standard Form Fire and Extended Coverage Policy upon all accepted work in place. The Policy will not include any coverage for tools or equipment used by the Contractor, Subcontractor or the employees of either. The Subcontractor shall notify the Contractor of the insurable value of permanent work, materials and equipment as of the last day of each calendar month and such notice shall be furnished not later than the fifth (5th) day of the next month. Said notification shall be in a form supplied to the Owner and Contractor completed by the Subcontractor in accordance with the instructions thereon. Should Subcontractor fail to notify the Contractor of proper insurable values, the Subcontractor shall be responsible for any loss resulting therefrom.
- B. The Owner will assume the risks of rising water, flood, and earthquake, and they agree that it will not hold Contractor responsible for any loss or damage from these risks except those caused by the negligence of Contractor, his employees, or Subcontractors.

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C. Fire and extended coverage insurance shall be for the benefit of Owner, the Contractor and its Subcontractors, and the Owner hereby waives all right of recovery against Contractor or its Subcontractors for losses to be insured hereunder.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF DOCUMENT 00 8011

## **SECTION 01 1000 - SUMMARY OF WORK RE-BID**

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work under Owner's separate contracts.
  - 4. Contractor's use of site and premises.
  - 5. Work restrictions.
  - 6. Specification and Drawing conventions.
- B. Related Requirements:
  - 1. **Section 01-5000** "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.2 PROJECT INFORMATION

A. Project Identification: New Amphitheater and Seating

1. Project Location: 25 N. Grant Street, Covington, Ohio 45318

B. Owner: Village of Covington

1. Owner's Representative: Mr. Kyle Hinkelman

Village Administrator

C. Architect and Engineer: Poggemeyer Design Group, Inc.

1168 N. Main Street

**Bowling Green, Ohio 43402** 

419-352-7537

1. Architect's Representative: Sonny Hamizadeh

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Installation of the new amphitheater which stage, ADA accessible routes, stairs, and storage room as identified in the plans.
  - 2. Installation of a new outdoor seating area.

SUMMARY OF WORK 01 1000 - 1

- 3. Site improvements as identified in the plans.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

### 1.4 WORK UNDER SEPARATE CONTRACTS

- A. Contract A Contractor must coordinate daily activities, limits of work, utility connections, parking, storage, and access to site with the selected contractor(s) for Contract A.
- B. Total cooperation and weekly (as necessary daily) coordination meetings and open dialog is expected from all contractors.

## 1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Contractor shall have the use of Project site for construction operations as indicated on Drawings by the Contract. Limits are to the outline of the property assigned to the project. Contractor(s) must coordinate with the Village for any work beyond the outline of the project.

### 1.6 COORDINATION WITH OCCUPANTS

A. Project site is currently not occupied and open.

## 1.7 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.
  - 2. Respect neighbors' properties, parking areas, and access.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated and coordinated with the Village.
- C. Existing Utility Interruptions: Do not interrupt utilities that may be used by neighboring properties. Must coordinate with the Village 7 working days in advance on any disruptions.
  - 1. 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 with the Village.
  - 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, alcoholic beverages, and other controlled substances on Owner's property is not permitted.

SUMMARY OF WORK 01 1000 - 2

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- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

### 1.8 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. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SUMMARY OF WORK 01 1000 - 3

#### SECTION 01 2500 - SUBSTITUTION PROCEDURES RE-BID

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

#### B. Related Section:

1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

### 1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

#### 1.3 SUBMITTALS

- A. Substitution Requests: After the established bid date, only substitutions for cause will receive consideration. Submit three copies of each request for consideration. Identify 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 the 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 cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications 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 substitution 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 and 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.

- Research reports evidencing compliance with building code in effect for Project, from.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution 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.
- I. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: Architect will consider requests that have all the information request above. If necessary, Architect may request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## PART 2 - PRODUCTS

#### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
    - Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution will not adversely affect Contractor's construction schedule.
    - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - d. Requested substitution is compatible with other portions of the Work.
    - e. Requested substitution has been coordinated with other portions of the Work.

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- f. Requested substitution provides specified warranty.
- g. 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: Not allowed.

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

#### SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES RE-BID

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

## 1.2 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 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 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.
    - e. Quotation Form: Use CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail" or forms acceptable to Architect.

# 1.4 Contractor-Initiated Proposals: Not permitted.

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or on form approved by the State of Ohio.

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## 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714 or on form approved by the State of Ohio. 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** 

### SECTION 01 2800 - CHANGE ORDER PROCEDURES RE-BID

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittals.
- B. Documentation of change in Contract Sum and Contract Time.
- C. Change procedures.
- D. Construction Change Directive
- E. Stipulated Sum change order.
- F. Unit price change order.
- G. Time and material change order.
- H. Execution of change orders.
- I. Correlation of Contractor submittals.

### 1.2 RELATED SECTIONS

- A. Section 01 3300 Submittal Procedures.
- B. **Section 01 6000** Material and Equipment: Product options and substitutions.
- C. Section 01 7700 Contract Closeout: Project Record Documents.

## 1.3 SUBMITTALS

- A. Submit name of the individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Change Order Forms: AIA G701

## 1.4 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- C. On request, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes, insurance and bonds.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time.
  - 5. Credit for deletions from Contract, similarly documented.
- D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:
  - 1. Origin and date of claim.
  - 2. Dates and times work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

#### 1.5 CHANGE PROCEDURES

- A. The Architect/Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by AIA A201, by issuing supplemental instructions on AIA Form G710.
- B. The Architect/Engineer may issue a Proposal Request, Bulletin, or Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, and a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within the time specified on the request or notice documents.
- C. The Contractor may propose a change by submitting a request for change to the Architect/Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Architect/Engineer may issue a document, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

- B. The document will describe changes in the Work and will designate method of determining any change in Contract Sum or Contract Time.
- C. Promptly execute the change in Work.

### 1.7 STIPULATED SUM CHANGE ORDER

- A. Based on Proposal Request and Contractor's fixed maximum price quotation.
- B. The Contractor shall solicit proposals from Subcontractors and material suppliers and prepare a line item estimate proposal. Proposals shall be returned to the Architect/Engineer within the specified time limit. The proposals from Subcontractors to the Prime Contractor should also show line item description with quantities, unit labor and material costs. The total labor costs should be shown at the base rate to which total fringe costs and markups should be added. The Subcontractor markup should conform to the guidelines described. Copies of Subcontractor and material supplier proposals should be included in the Contractor's submission to the Architect/Engineer. <a href="Lump sum amounts will be rejected by the Architect/Engineer">Lump sum amounts will be rejected by the Architect/Engineer</a>.

### 1.8 UNIT PRICE CHANGE ORDER

- A. For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.
- B. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive.
- C. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.

### 1.9 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- B. Architect/Engineer will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.
- C. Maintain detailed records of work done on Time and Material basis.
- D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

#### 1.10 CHANGE ORDER PRICING GUIDELINES

- A. Labor All field labor expended by this prime contractor at the base rate without fringe benefits. The payroll to be based on straight time only and to include number of hours and rate for each item in Bulletin.
- B. All establishing payroll taxes, assessments and fringe benefits. This may include Bond, FICA, Federal Unemployment, Local Health and Welfare, Local Pension Fund, State Unemployment Workers' Compensation, Public Liability and Property, Local Apprentice Fund. Each of these categories is to be a separate line item.
- C. Rentals:
  - Heavy equipment and trucking.
- D. Overhead:
  - 1. Overhead on Items A, B, C, D: 5%.
- E. Materials:
  - 1. All materials purchased by Contractor for this work.
  - 2. Agreed on value of materials taken from the contract work, as unused new materials, unless specifically designated otherwise.
- F. Profit on Items A, B, C, D, E, F: 5%.
- G. All Subcontractor labor and material (include price quotations from Subcontractors).
- H. Total allowable overhead and profit on subcontracts 5%.
- I. Miscellaneous items (without overhead or profit):
  - 1. Extra "out-of-pocket" insurance premiums, job connected.
  - 2. Telephone, telegrams, photos, etc.
  - 3. Fees for permits, licenses, inspections, etc.
  - 4. Premium payments for overtime work or special conditions.
- J. The use of the Contractor's small tools, light weight equipment, gear, simple scaffolds, etc., shall be considered a part of the overhead cost.
- K. The Architect/Engineer reserves the right to approve items entering into the "actual field cost" before commitments are made.
- L. The Architect/Engineer has the right to audit the Contractor's records insofar as the "line item cost" work is concerned.

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### 1.11 EXECUTION OF CHANGE ORDERS

A. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

### 1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- B. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust time for other items of work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

**END OF SECTION** 

#### **SECTION 01 2900 - PAYMENT PROCEDURES RE-BID**

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of the AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  - 4. Round amounts to nearest whole dollar; total shall 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.
  - 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 10th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the prior month.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form of Applications for Payment.
- E. Application Preparation: Complete every entry on form. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Schedule of unit prices.
  - 5. Submittal schedule (preliminary if not final).
  - 6. List of Contractor's staff assignments.
  - 7. List of Contractor's principal consultants.
  - 8. Copies of building permits.
  - 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - 10. Initial progress report.
  - 11. Report of preconstruction conference.
  - 12. Certificates of insurance and insurance policies.
- Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.

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- 2. Insurance certificates for products and completed operations where required and proof that fees, and similar obligations were paid.
- 3. Updated final statement, accounting for final changes to the Contract Sum.
- 4. Contractor's affidavit and consent forms.
- 5. Evidence that claims have been settled.
- 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
- 7. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION** 

### SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION RE-BID

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - Coordination drawings.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.

### 1.2 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

### 1.3 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. Preinstallation conferences.
- 7. Project closeout activities.
- 8. Startup and adjustment of systems.
- 9. Project closeout activities.

#### 1.4 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
  - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire protection, fire alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
  - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
  - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
  - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
  - 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles,

- door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
- 6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility.

## 1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. All RFI's shall be submitted through the Lead Contractor, in order to coordinate project site related questions and clarifications.
  - 2. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - Coordinate and submit RFIs in a prompt manner so as 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. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Please use AIA Document G716.

- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Lead Contractor to prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

### 1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

- 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
- 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
- 3. Minutes: Lead Contractor will be responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Sustainable design requirements.
    - I. Preparation of record documents.
    - m. Use of the premises.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  - 3. Minutes: Lead Contractor will be responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

- Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
  - a. Contract Documents.
  - b. Options.
  - c. Related RFIs.
  - d. Related Change Orders.
  - e. Purchases.
  - f. Deliveries.
  - g. Submittals.
  - h. Review of mockups.
  - i. Possible conflicts.
  - j. Compatibility problems.
  - k. Time schedules.
  - I. Weather limitations.
  - m. Manufacturer's written recommendations.
  - n. Warranty requirements.
  - o. Compatibility of materials.
  - p. Acceptability of substrates.
  - q. Temporary facilities and controls.
  - r. Space and access limitations.
  - s. Regulations of authorities having jurisdiction.
  - t. Testing and inspecting requirements.
  - u. Installation procedures.
  - v. Coordination with other work.
  - w. Required performance results.
  - x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals.
  - Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present, including the following:
    - 1) Interface requirements.
    - 2) Sequence of operations.
    - 3) Status of submittals.
    - 4) Deliveries.
    - 5) Off-site fabrication.
    - 6) Access.
    - 7) Site utilization.
    - 8) Temporary facilities and controls.
    - 9) Progress cleaning.
    - 10) Quality and work standards.
    - 11) Status of correction of deficient items.
    - 12) Field observations.
    - 13) Status of RFIs.
    - 14) Status of proposal requests.
    - 15) Pending changes.
    - 16) Status of Change Orders.
    - 17) Pending claims and disputes.
    - 18) Documentation of information for payment requests.
- 3. Minutes: Lead Contractor shall be 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** 

## SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION RE-BID

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Daily construction reports.
  - 3. Field condition reports.

#### B. Related Section:

1. Division 01 Section "Multiple Contract Summary" for preparing a combined Contractor's Construction Schedule.

### 1.2 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 when activities can be performed and the critical path of the Project.
- 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. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

## 1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

- 1. PDF electronic file.
- B. Start-up Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- D. Daily Construction Reports: Submit at monthly intervals.
- E. Field Condition Reports: Submit at time of discovery of differing conditions.

### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

## 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and 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.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.

- 4. Startup and Testing Time: Include not less than 15 days for startup and testing.
- 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- 6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. 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. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work Restrictions: Show the effect of the following items on the schedule:
    - Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Long Lead items: Please identify all long lead items, delivery timelines and potential impact on overall project schedule.
- 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 RFIs.
  - 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.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  - 1. Utilize Microsoft Project, Primavera, or Prolog scheduling software.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Start-up Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 60 days after date established for the 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, regardless of Architect's approval of the schedule.
  - 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 in order to correlate with Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.
  - 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. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testina.
    - j. Punch list and final completion.
    - k. 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.
  - 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.
- E. 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.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Long Lead Items.
  - 4. Principal events of activity.
  - 5. Immediate preceding and succeeding activities.
  - 6. Early and late start dates.
  - 7. Early and late finish dates.
  - 8. Activity duration in workdays.
  - 9. Total float or slack time.
  - 10. Average size of workforce.
  - 11. Dollar value of activity (coordinated with the schedule of values).
- G. 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.

# 2.3 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.
- High and low temperatures and general weather conditions, including presence of rain or snow.
- 7. Accidents.
- 8. Meetings and significant decisions.
- 9. Unusual events.
- 10. Stoppages, delays, shortages, and losses.
- 11. Meter readings and similar recordings.
- 12. Emergency procedures.
- 13. Orders and requests of authorities having jurisdiction.
- 14. Change Orders received and implemented.
- 15. Construction Change Directives received and implemented.
- Services connected and disconnected.
- 17. Equipment or system tests and startups.
- 18. Partial completions and occupancies.
- 19. 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.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule two days 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. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

### **SECTION 01 3300 - SUBMITTAL PROCEDURES RE-BID**

## PART 1 - GENERAL

## 1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

### B. Related Sections:

- 1. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
- 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

### 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 Architect and additional time for handling and reviewing submittals required by those corrections.

## 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. 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. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 10 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 on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
      - 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).
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - I. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

- Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
- 2. Name file with submittal number or other unique identifier, including revision identifier.
  - File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01).
     Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
- 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
- 4. Include the following information on an inserted cover sheet:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Name of subcontractor.
  - g. Name of supplier.
  - h. Name of manufacturer.
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - I. Related physical samples submitted directly.
  - m. Other necessary identification.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Contractors and suppliers must identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
  - 1. Transmittal Form: Use AIA Document G810 or CSI Form 12.1A.
  - On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. 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 Architect's action stamp.
- K. 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.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

### PART 2 - PRODUCTS

# 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
  - 1. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
  - 2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  - 5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- 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. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams showing factory-installed wiring.
  - b. Printed performance curves.
  - c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- 6. Submit Product Data in the following format:
  - a. PDF electronic file.
  - b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- 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 but no larger than 30 by 42 inches.
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
    - b. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- 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 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.
  - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Retain one returned Sample set as a Project record sample.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- 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.
  - 1. Submit subcontract list in the following format:
    - a. PDF electronic file.
- J. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

# 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally-signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

# 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. 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 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

# **SECTION 01 4000 - QUALITY REQUIREMENTS RE-BID**

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting 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. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

## C. Related Sections:

1. Divisions 02 through 49 Sections for specific test and inspection requirements.

### 1.2 DEFINITIONS

- A. 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.
- B. 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. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or 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 Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. 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, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 10 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.

## 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number 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 inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
  - 1. Name, address, and telephone number of representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, 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 QUALITY ASSURANCE

- A. General: 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.
- 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, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:

- a. Provide test specimens representative of proposed products and construction.
- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
- d. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
- 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

# 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Only when needed or requested by Owner; Owner will engage a qualified testing agency to perform these services. <u>All tests and inspections are the responsibility of the prime contractor.</u> No exceptions.
  - 1. Costs for retesting and reinspecting construction that replaces or is necessitated by owner that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections are the Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Retain first subparagraph below if some Specification Sections require an independent testing agency to perform certain tests and inspections.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting 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 inspecting 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.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. 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.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location 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 any duties of Contractor.
- F. Associated Services: Cooperate with agencies 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 inspecting. 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 inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

### 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency and/or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and in Statement of Special Inspections attached to this Section, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.

## PART 2 - EXECUTION

## 2.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, 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 01 Section "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.

## SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS RE-BID

### 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 Sections:

1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Utilities: Contractors must obtain required permits, pay all fees, and provide all necessary utilities to the construction site for use and operations.

# 1.4 INFORMATIONAL SUBMITTALS

A. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange and pay for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

### PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

# 2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from buildings.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - 3. If Owner authorizes use of permanent HVAC equipment, the Contractor will provide extended warranties to the Owner covering the additional time of use. Otherwise, warranty will start from the time the Owner take permanent ownership of the project.

# 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.

## 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, and Owner for time when service can be interrupted, if necessary, to make connections for temporary services.
- 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.
- C. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- D. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.
- F. Telephone Service: Provide cellular telephone numbers for each trade representative or on-site superintendent.
  - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- G. General: Comply with the following:
  - Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- H. 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.
- I. Parking: **Provide temporary** parking areas for construction personnel. Must coordinate with Owner.

- J. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.
- K. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide a 4'x4' Project identification sign. Sign to note:
    - a. Project Name
    - b. Owner
    - c. Architect
    - d. Contractor(s)
    - e. Installation Location: To be coordinated with Owner and installed by contractor.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times.
- L. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

## 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. 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."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion and sedimentation control Drawings, requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree or plant protection zones.
  - 2. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- H. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas from fumes and noise.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

## 3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.

- 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Periodically collect and remove waste containing cellulose or other organic matter.
  - 4. Discard or replace water-damaged material.
  - 5. Do not install material that is wet.
  - 6. Discard, replace or clean stored or installed material that begins to grow mold.
  - 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsumbased products, that become wet during the course of construction and remain wet for **48** hours are considered defective.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record daily readings over a forty-eight hour period. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove materials that can not be completely restored to their manufactured moisture level within **48** hours.

# 3.5 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. Owner reserves right to take possession of Project identification signs.
- 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

### SECTION 01 6000 - PRODUCT REQUIREMENTS RE-BID

PART 1 - GENERAL

## 1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

### B. Related Section:

1. Division 01 Section "Substitution Procedures" for requests for substitutions.

## 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through 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 manufacturers named in the specification.

### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: 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. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect 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 Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 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 to determine that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.

#### 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 warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for 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 with the Specifications, prepare a written document using indicated form properly executed.
- C. Submittal Time: Comply with requirements in Division 01 Section "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 not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

# 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.

### 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.
- b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

### 4. Manufacturers:

- a. Restricted List: 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.
- 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. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "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 Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

- 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
- 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- 3. Evidence that proposed product provides specified warranty.
- 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
- 5. Samples, if requested.

### **SECTION 01 7700 - CLOSEOUT PROCEDURES RE-BID**

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - Warranties.
  - 4. Final cleaning.

### B. Related Sections:

- 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
- 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.

# 1.2 SUBSTANTIAL COMPLETION

- A. The Owner will not take ownership of any utility until the following is completed and the Owner has accepted the project.
  - 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.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

- 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
- 8. Complete startup testing of systems.
- 9. Submit test/adjust/balance records.
- 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 11. Advise Owner of changeover in heat and other utilities.
- 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- 13. Complete final cleaning requirements, including touchup painting.
- 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect 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 Architect, that must be completed or corrected before certificate will be issued.
  - 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.

### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
  - Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit pest-control final inspection report and warranty.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

# 1.4 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. Use CSI Form 14.1A.
  - 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.

### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

### PART 2 - PRODUCTS

## 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

 Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

### 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 portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Remove snow and ice to provide safe access to building.
    - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - g. Sweep concrete floors broom clean in unoccupied spaces.
    - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - i. Remove labels that are not permanent.
    - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
    - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - I. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- p. Leave Project clean and ready for occupancy.

## **SECTION 01 7839 - PROJECT RECORD DOCUMENTS RE-BID**

#### PART 1 - GENERAL

# 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - Record Product Data.
  - 4. Project site and progress Photography.

### B. Related Sections:

1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit one paper copy annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy annotated PDF electronic files and directories of each submittal.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
  - 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. Record data as soon as possible after obtaining it.

- c. Record and check the markup before enclosing concealed installations.
- 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
- 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
- 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
  - 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  - 3. Refer instances of uncertainty to Architect through Construction Manager for resolution.
  - 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. 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. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  - 2. Format: Annotated PDF electronic file with comment function enabled.
  - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  - 4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Construction Manager.
    - e. Name of Contractor.

# 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

- 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
- 4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file paper copy scanned PDF electronic file(s) of marked up paper copy of Specifications.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file paper copy scanned PDF electronic file(s) of marked up paper copy of Product Data.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file paper copy scanned PDF electronic file(s) of marked up miscellaneous record submittals.

## 2.5 PROJECT PHOTOGRAPHY AND DOCUMENTATION

- A. Contractors to record/photograph construction and installation progress on regular basis. Document site activities at:
  - 1. Completion of installations
  - 2. At identified milestones
  - 3. At completion of each task
- B. Submit photos on a jump drive clearly marked with contents with the final closeout documents.

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## 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 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 Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 017839

#### **SECTION 01 7900 - DEMONSTRATION AND TRAINING RE-BID**

### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

## 1.2 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules utilizing manufacturer-produced demonstration and training video recordings for systems, equipment, and products in supplement to video recording of live instructional module.

## 1.3 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use.

## 1.4 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training.

# 1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

## 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.

- 4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - I. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

#### PART 3 - EXECUTION

## 3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."

#### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

## 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Recording Format: Provide high-quality color video recordings with menu navigation in format acceptable to Architect.
- C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- D. Pre-Produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**END OF SECTION** 

## 01 8000 - SEEDING, CLEAN-UP RE-BID

### SCOPE

Under this item, the Contractor shall furnish all labor, materials and equipment required to accomplish the fine grading, fertilizing, and seeding for all areas that are damaged during construction of the waterline including all backfilled trenches, where applicable. All seeding, mulching and fertilization shall conform to ODOT Item 659 or as stated herein.

## SURFACE PREPARATION

Prior to seeding, the project areas shall be uniformly graded as required for proper drainage, and a 2 inch layer of loose, friable, loamy topsoil shall be added to the top surface of the entire area. The surface shall then be raked, rolled and graded smooth and level with adjoining areas and made ready for fertilizing and seeding. All wheel marks or other evidences of damage shall be carefully filled and tamped level, then loosened to a depth of two (2) inches for fertilizing and seeding. Backfilled areas and cut areas shall be cleared of stones prior to the placing of the topsoil. Topsoil shall be free of refuse or any foreign materials and shall contain not less than five (5) percent nor more than 20 percent organic matter.

The Contractor shall take special care to insure that backfilling over trenches is well compacted prior to providing topsoil and starting the seeding. If the trenches settle after the seeding is completed, and for the duration of the term of the Contract, the Contractor shall fill the settled areas with approved topsoil, refertilize and seed the area as herein specified.

#### **FERTILIZATION**

After providing topsoil and leveling as above specified, all areas to be seeded shall be given an application of an approved commercial fertilizer at the rate of 20 pounds per 1,000 square feet. Immediately prior to sowing the seed, the area shall be raked sufficiently to thoroughly mix the fertilizer with the soil.

## **SEED**

Seed to be used on the area shall have the following mixture:

		Percent by Weight
a.	Blue Grass (2 Types)	40
b.	Perennial Rye Grass	20
C.	Turf Type Tall Fescue (2 Types)	40

## SOWING

The specified seed shall be sown uniformly by means of mechanical distributors at the rate of four pounds per 1000 square feet. No seeding shall be done during windy weather or when the ground is wet or otherwise non-tillable. Neither shall seed be sown between June 1 and August 15, or between October 30 and March 15, except upon written permission of the Engineer. After seeding, the ground shall be lightly raked to cover the seed and shall be covered with non-toxic mulching material such as wheat or oat straw. Mulching material shall be evenly placed one (1) to two (2) inches thick, loose measurement, over the entire seeded area and securely tied. In the event mulching is displaced, it shall be replaced, but only after the seeding and other work preceding the mulching, damaged because of the displacement of the mulching material, has been acceptably repaired.

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## MAINTENANCE

The Contractor shall properly protect and care for all lawn areas until the grass is a well established dense uniform growth at least four (4) inches high. At that time all excess mulch shall be removed and the grass, for two weeks after this, shall be mowed. If the grass shows good growth and a dense stand at this time, the Contractor's obligations shall have been fulfilled except for the repairs of future settlement.

All areas and spots that do not show a prompt "catch" shall be reseeded at intervals of 21 days, which shall continue until a good growth is established over the entire seeded area. The methods pursued in the renewal or replacement of lawn area shall be as previously specified. Areas damaged due to acts of neglect by the Owner or vandalism shall be resown only at the request of and at the expense of the Owner. The Contractor shall be responsible for weed control during the seeding procedures. Noticeable weed growth shall be properly controlled by the Contractor.

## **GENERAL CLEAN-UP**

The contractor shall use proper care and consideration during construction clean-up procedures. The contractor shall include the cost of the general clean-up in the other items bid on the project. The Contractor shall be responsible to restore all of the areas of construction to their original conditions prior to beginning the work, which includes but is not limited to, reestablishment of all surface drainage routes.

## MEASUREMENT AND PAYMENT

The price bid for seeding, mulching and fertilizing shall include all labor, tools, equipment and materials required for restoring and maintaining the areas as specified and shall be a lump sum price, complete, including topsoil.

#### **END OF SECTION**

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# **SECTION 042200 - CONCRETE UNIT MASONRY RE-BID**

#### PART 1 - GENERAL

## 1.1 SUMMARY

#### A. Section Includes:

- 1. Concrete masonry units (CMU's).
- 2. Steel reinforcing bars.

## 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For reinforcing steel. Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."
- C. Samples: For each type and color of exposed masonry unit.
- D. Material Certificates: For each type and size of product indicated. For masonry units include material test reports substantiating compliance with requirements.
- E. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
  - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

## 1.3 QUALITY ASSURANCE

A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

## 1.4 PROJECT CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

#### PART 2 - PRODUCTS

## 2.1 MASONRY UNITS, GENERAL

A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

#### 2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
  - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi (14.8 MPa).
  - 2. Density Classification: Normal weight.

#### 2.3 MASONRY LINTELS

- A. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout.
  - 1. Must be provided over all doors and openings.

# 2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
- E. Mortar Cement: ASTM C 1329.
- F. Aggregate for Mortar: ASTM C 144.
  - 1. For joints less than 1/4 inch (6 mm) thick, use aggregate graded with 100 percent passing the No. 16 (1.18-mm) sieve.
  - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.

- 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- G. Aggregate for Grout: ASTM C 404.
- H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
- I. Water: Potable.

## 2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
  - 1. Interior Walls: Hot-dip galvanized, carbon steel.
  - 2. Exterior Walls: Hot-dip galvanized, carbon steel.
  - 3. Wire Size for Side Rods: 0.187-inch (4.76-mm) diameter.
  - 4. Wire Size for Cross Rods: 0.187-inch (4.76-mm) diameter.
  - 5. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
  - 6. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.

## 2.6 EMBEDDED FLASHING MATERIALS

- A. Metal Flashing: Provide metal flashing complying with Division 07 Section "Sheet Metal Flashing and Trim" and as follows:
  - 1. Metal Drip Edge: Fabricate from stainless steel. Extend at least 3 inches (76 mm) into wall and 1/2 inch (13 mm) out from wall, with outer edge bent down 30 degrees and hemmed.
  - 2. Metal Sealant Stop: Fabricate from stainless steel. Extend at least 3 inches (76 mm) into wall and out to exterior face of wall. At exterior face of wall, bend metal back on itself for 3/4 inch (19 mm) and down into joint 1/4 inch (6 mm) to form a stop for retaining sealant backer rod.
- B. Flexible Flashing: Use the following unless otherwise indicated:
  - 1. EPDM Flashing: Sheet flashing product made from ethylene-propylene-diene terpolymer, complying with ASTM D 4637, 0.040 inch (1.0 mm) thick.
- C. Single-Wythe CMU Flashing System: System of CMU cell flashing pans and interlocking CMU web covers made from high-density polyethylene incorporating chemical stabilizers that prevent UV degradation. Cell flashing pans have integral weep spouts that are designed to be built into

- mortar bed joints and weep collected moisture to the exterior of CMU walls and that extend into the cell to prevent clogging with mortar.
- D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

## 2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; formulated from neoprene.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated, organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).

## 2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
  - 1. For masonry below grade or in contact with earth, use Type S.
  - 2. For reinforced masonry, use Type S.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
  - 1. Proportion grout in accordance with ASTM C 476, paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
  - 2. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured according to ASTM C 143/C 143M.

#### PART 3 - EXECUTION

## 3.1 TOLERANCES

## A. Dimensions and Locations of Elements:

- 1. For dimensions in cross section or elevation do not vary by more than plus 1/2 inch (12 mm) or minus 1/4 inch (6 mm).
- 2. For location of elements in plan do not vary from that indicated by more than plus or minus 1/2 inch (12 mm).
- 3. For location of elements in elevation do not vary from that indicated by more than plus or minus 1/4 inch (6 mm) in a story height or 1/2 inch (12 mm) total.

## B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls do not vary from level by more than 1/4 inch in 10 feet (6 mm in 3 m), or 1/2 inch (12 mm) maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- 5. For lines and surfaces do not vary from straight by more than 1/4 inch in 10 feet (6 mm in 3 m), 3/8 inch in 20 feet (9 mm in 6 m), or 1/2 inch (12 mm) maximum.

## C. Joints:

- 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm), with a maximum thickness limited to 1/2 inch (12 mm).
- 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch (9 mm) or minus 1/4 inch (6 mm).
- 3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch (3 mm).

## 3.2 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp,

- unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- C. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch (100-mm) horizontal face dimensions at corners or jambs.
- D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- E. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- F. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- G. Fill cores in hollow CMUs with grout 24 inches (600 mm) under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

## 3.3 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
  - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
  - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
  - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

# 3.4 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch (16 mm) on exterior side of walls, 1/2 inch (13 mm) elsewhere. Lap reinforcement a minimum of 6 inches (150 mm).
  - 1. Space reinforcement not more than 16 inches (406 mm) o.c.
  - 2. Space reinforcement not more than 8 inches (203 mm) o.c. in foundation walls and parapet walls.

- 3. Provide reinforcement not more than 8 inches (203 mm) above and below wall openings and extending 12 inches (305 mm) beyond openings.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.

## 3.5 FLASHING

- A. General: Install embedded flashing in masonry at lintels, ledges, other obstructions to downward flow of water in wall, and additionally where indicated on drawings.
- B. Install flashing as follows unless otherwise indicated:
  - 1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  - 2. At lintels, extend flashing a minimum of 6 inches (150 mm) into masonry at each end. At heads and sills, extend flashing 6 inches (150 mm) at ends and turn up not less than 2 inches (50 mm) to form end dams.
  - 3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal drip edge.
  - 4. Install metal flashing termination beneath flexible flashing at exterior face of wall. Stop flexible flashing 1/2 inch (13 mm) back from outside face of wall and adhere flexible flashing to top of metal flashing termination.
- C. Install single-wythe CMU flashing system in bed joints of CMU walls where indicated to comply with manufacturer's written instructions. Install CMU cell pans with upturned edges located below face shells and webs of CMUs above and with weep spouts aligned with face of wall. Install CMU web covers so that they cover upturned edges of CMU cell pans at CMU webs and extend from face shell to face shell.

## 3.6 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.

- 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than 12.67 ft. (3.86 m).

## 3.7 FIELD QUALITY CONTROL

A. Testing and Inspecting: Engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas, as needed to perform tests and inspections. Retesting of materials that fail to meet specified requirements shall be done at Contractor's expense.

## 3.8 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
  - 2. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

#### 3.9 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Do not dispose of masonry waste as fill within 18 inches (450 mm) of finished grade.
- B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042200

## **SECTION 055213 - PIPE AND TUBE RAILINGS RE-BID**

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Galvanized Steel railings.

## 1.2 ACTION SUBMITTALS

- A. Product Data:
  - 1. Handrail brackets.
  - 2. Shop primer.
  - 3. Paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Product Test Reports: For tests on railings performed by a qualified testing agency, in accordance with ASTM E894 and ASTM E935.

## 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code Steel."

## PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Railings, including attachment to building construction, withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
  - 2. Infill of Guards:

a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.

## 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

#### 2.3 STEEL RAILINGS

- A. Pipe: ASTM A53/A53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations.
- B. Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Cast Iron Fittings: Either gray iron, ASTM A48/A48M, or malleable iron, ASTM A47/A47M, unless otherwise indicated.
- D. Perforated-Metal Infill Panels:
  - 1. Cold-Rolled Steel Sheet: ASTM A1008/A1008M, or hot-rolled steel sheet, ASTM A1011/A1011M, commercial steel, Type B, 0.060 inch thick.

## 2.4 FASTENERS

- A. Fastener Materials:
  - Hot-Dip Galvanized Railing Components: Type 304 stainless steel or hot-dip zinc-coated steel fasteners complying with ASTM A153/A153M or ASTM F2329/F2329M for zinc coating.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select in accordance with AWS specifications for metal alloy welded.
- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint, complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Shop Primers: Provide primers that comply with Section 099113 "Exterior Painting".
- E. Shop Primer for Galvanized Steel: Primer formulated for exterior use over zinc-coated metal and compatible with finish paint systems indicated.

- F. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
  - 1. Water-Resistant Product: At exterior locations, provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

## 2.6 FABRICATION

- A. Cut, drill, and punch metals cleanly and accurately.
  - 1. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated
  - 2. Remove sharp or rough areas on exposed surfaces.
- B. Form work true to line and level with accurate angles and surfaces.
- C. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Finish #2 welds; good appearance, completely sanded joint, some undercutting and pinholes okay.
- D. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- E. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members for a complete project.
- F. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work.
  - 1. Fabricate anchorage devices capable of withstanding loads imposed by railings.
  - 2. Coordinate anchorage devices with supporting structure.
- G. For railing posts set in concrete, provide stainless steel sleeves not less than 6 inches long with inside dimensions not less than 1/2 inch greater than outside dimensions of post, with metal plate forming bottom closure.

## 2.7 STEEL AND IRON FINISHES

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  - 2. Comply with ASTM A123/A123M for hot-dip galvanized railings.
  - 3. Comply with ASTM A153/A153M for hot-dip galvanized hardware.

- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.
- C. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner[ and as follows].
  - 1. Comply with SSPC-SP 16.

## PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

- A. Perform cutting, drilling, and fitting required for installing railings.
  - 1. Fit exposed connections together to form tight, hairline joints.
  - 2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
  - 3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
  - 4. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
- B. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
  - 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

#### 3.2 ATTACHING RAILINGS

- A. Secure wall brackets to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.
- B. Touchup Painting:
  - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

## 3.3 CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A780/A780M.

END OF SECTION 055213

#### SECTION 074213.13 - FORMED METAL WALL PANELS RE-BID

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concealed-fastener, lap-seam metal wall panels.

## 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
- C. Samples: For each type of metal panel indicated.

### 1.3 INFORMATIONAL SUBMITTALS

A. Warranties: Samples of special warranties.

## 1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

## 1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

## 1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Five (5) years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
  - 1. Wind Loads: As recommended by Manufacturer for the project location.
  - 2. Deflection Limits: For wind loads, no greater than 1/180 of the span.
- B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E283 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: 6.24 lbf/sq. ft.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 CONCEALED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. Provide factory-formed metal panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Vertical Board and Batten appearance, Concealed-Fastener Metal Wall Panels: Formed with vertical panel edges and a stepped profile between panel edges.
  - Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
    - a. Nominal Thickness: Not less than 0.034 inch
    - b. Exterior Finish: Minimum two-coat fluoropolymer.
    - c. Color: As selected by Architect from manufacturer's full range and indicated on drawings.
  - 2. Panel Coverage: Minimum 12 inches.
  - 3. Panel thickness: 1.5 inches

## 2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 (Z275) hot-dip galvanized coating designation or ASTM A792/A792M, Class AZ50 (Class AZM150) aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.
  - 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
  - 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
  - 2. Joint Sealant: ASTM C920; as recommended in writing by metal panel manufacturer.
  - 3. Butvl-Rubber-Based, Solvent-Release Sealant; ASTM C1311.

## 2.4 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.

#### 3.2 INSTALLATION

- A. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
  - 1. Lap ribbed or fluted sheets one full rib. Apply panels and associated items true to line for neat and weathertight enclosure.
  - 2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
  - 3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  - 4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
  - 5. Flash and seal panels with weather closures at perimeter of all openings.
- B. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
- C. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

### 3.3 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

## **SECTION 07 9200 - JOINT SEALANTS RE-BID**

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.

### 1.2 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers samples of materials that will contact or affect joint sealants. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

## 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each kind and color of joint sealant required.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.
- D. Warranties.

## 1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

## 1.5 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 MATERIALS, GENERAL

- A. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- C. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177,2600.

## 2.2 SILICONE JOINT SEALANTS

- A. Mildew-Resistant, Neutral-Curing Silicone Joint Sealant: ASTM C 920.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems.
    - b. Dow Corning Corporation.
    - c. Pecora Corporation.
    - d. Sika Corporation; Construction Products Division.
    - e. Tremco Incorporated.
  - 2. Type: Single component (S).
  - 3. Grade: Pourable (P) or nonsag (NS).
  - 4. Class: 100/50.
  - 5. Uses Related to Exposure: Traffic (T) and Non-Traffic(NT).

## 2.3 URETHANE JOINT SEALANTS

- A. Urethane Joint Sealant: ASTM C 920.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems.
    - b. Pecora Corporation.
    - c. Sika Corporation; Construction Products Division.
    - d. Tremco Incorporated.
  - 2. Type: Single component (S).
  - 3. Grade: Pourable (P) or nonsag (NS).
  - 4. Class: 100/50.
  - 5. Uses Related to Exposure: Traffic (T) and Non-Traffic(NT).

## 2.4 JOINT SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

## 3.1 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

- 1. Remove laitance and form-release agents from concrete.
- 2. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

E. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 1 test for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

## 3.4 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Isolation and contraction joints in cast-in-place concrete slabs.
    - b. Tile control and expansion joints.
    - c. Joints between different materials.
    - d. Around all doors.
    - e. Other joints as indicated.
  - 2. Joint Sealant: Urethane.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints in unit masonry.
    - b. Joints in dimension stone cladding.
    - c. Joints in Brick cladding.
    - d. Joints in limestone cladding panels.
    - e. Joints between metal panels.
    - f. Joints between different materials listed above.
    - g. Perimeter joints between materials listed above and frames of doors, windows, and louvers.

- h. Control and expansion joints.
- i. Other joints as indicated.
- 2. Joint Sealant: Silicone or Urethane.
- 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
  - 1. Joint Locations:
    - a. Isolation joints in cast-in-place concrete slabs.
    - b. Control and expansion joints in tile flooring.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Silicone or Urethane.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- D. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Perimeter joints of exterior openings where indicated.
    - c. Tile control and expansion joints.
    - d. Vertical joints on exposed surfaces of interior unit masonry, walls, and partitions.
    - e. Perimeter joints between interior wall surfaces and frames of interior doors, windows.
    - f. Other joints as indicated.
  - 2. Joint Sealant: Silicone or Urethane.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- E. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - Joint Sealant Location:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
    - b. Tile control and expansion joints where indicated.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Silicone.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## **SECTION 09 2900 - GYPSUM BOARD RE-BID**

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Interior gypsum board.

## 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

#### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Low Emitting Materials: For ceiling and wall assemblies, provide materials and construction identical to those tested in assembly and complying with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

## 2.2 INTERIOR GYPSUM BOARD

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. American Gypsum.
  - 2. CertainTeed Corp.
  - 3. Georgia-Pacific Gypsum LLC.
  - 4. National Gypsum Company.
  - 5. USG Corporation.

## 2.3 TRIM ACCESSORIES

A. Aluminum Trim: ASTM B 221 (ASTM B 221M), Alloy 6063-T5.

## 2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

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# B. Joint Tape:

- 1. Interior Gypsum Board: Paper.
- 2. Exterior Gypsum Soffit Board: Paper.
- 3. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
- 4. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

### 2.5 AUXILIARY MATERIALS

- A. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
  - 1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing).
- D. Thermal Insulation: As specified in Division 07 Section "Thermal Insulation."
- E. Vapor Retarder: As specified in Division 07 Section "Thermal Insulation."

## PART 3 - EXECUTION

#### 3.1 APPLYING AND FINISHING PANELS

- A. Comply with ASTM C 840.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. Install trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
  - 1. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect for visual effect.
- E. Prefill open joints and damaged surface areas.

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- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  - 1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in other Division 09 Sections.
- H. Texture Finish Application: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.
- I. Protect adjacent surfaces from drywall compound and texture finishes and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- J. Remove and replace panels that are wet, moisture damaged, and mold damaged.

END OF SECTION 092900

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## **SECTION 09 9123 - INTERIOR PAINTING RE-BID**

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete masonry units (CMU).
  - 2. Steel.
  - Galvanized metal.
  - 4. Wood.
  - 5. Gypsum board.

## 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each finish and for each color and texture required.
- C. Product List: Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

## 1.3 QUALITY ASSURANCE

- A. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List"
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

## 1.4 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

## PART 2 - PRODUCTS

## 2.1 PAINT, GENERAL

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are 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, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
  - 1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
  - 2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
  - 3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
  - 4. Floor Coatings: VOC not more than 100 g/L.
- C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:
  - 1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
- D. Colors: As indicated.

## 2.2 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI #4.
  - 1. VOC Content: E Range of E2.

## 2.3 PRIMERS/SEALERS

- A. Interior Alkyd Primer/Sealer: MPI #45.
  - 1. VOC Content: E Range of E1.

# 2.4 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
  - 1. VOC Content: E Range of E1.
- B. Waterborne Galvanized-Metal Primer: MPI #134.
  - 1. VOC Content: E Range of E1.

## 2.5 WOOD PRIMERS

- A. Exterior Latex-Based Wood Primer: MPI #39.
  - 1. VOC Content: E Range of E1.

## 2.6 LATEX PAINTS

- A. High-Performance Architectural Latex (Eggshell): MPI #139 (Gloss Level 3).
  - 1. VOC Content: E Range of E2.
- B. High-Performance Architectural Latex (Semigloss): MPI #141 (Gloss Level 5).
  - 1. VOC Content: E Range of E1.

## 2.7 ALKYD PAINTS

- A. Interior Alkyd (Semigloss): MPI #47 (Gloss Level 5).
  - 1. VOC Content: E Range of E1.

## 2.8 QUICK-DRYING ENAMELS

- A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).
  - 1. VOC Content: E Range of E1.

# 2.9 FLOOR COATINGS

- A. Exterior/Interior Alkyd Floor Enamel (Gloss): MPI #27 (Gloss Level 6).
  - 1. VOC Content: E Range of E1.
  - 2. Additives: Manufacturer's standard additive to increase skid resistance of painted surface.

## 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 work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Wood: 15 percent.
  - 4. Gypsum Board: 12 percent.
  - 5. Plaster: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

## 3.2 PREPARATION AND APPLICATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- C. 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.
- D. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
  - 1. Mechanical Work:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.

- d. Tanks that do not have factory-applied final finishes.
- e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
- f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
- g. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

## 2. Electrical Work:

- a. Switchgear.
- b. Panelboards.
- c. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- E. 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.
- F. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### 3.3 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Traffic Surfaces:
  - 1. Clear Sealer System: MPI INT 3.2F.
    - a. First Coat: Interior/exterior clear concrete floor sealer (solvent based).
    - b. Topcoat: Interior/exterior clear concrete floor sealer (solvent based).
- B. CMU Substrates:
  - 1. High-Performance Architectural Latex System: MPI INT 4.2D.
    - a. Prime Coat: Interior/exterior latex block filler.
    - b. Intermediate Coat: High-performance architectural latex matching topcoat.
    - c. Topcoat: High-performance architectural latex (eggshell).

## C. Steel Substrates:

- 1. Quick-Drying Enamel System: MPI INT 5.1A.
  - a. Prime Coat: Quick-drying alkyd metal primer.
  - b. Intermediate Coat: Quick-drying enamel matching topcoat.
  - c. Topcoat: Quick-drying enamel (semigloss).
- D. Galvanized-Metal Substrates:
  - 1. Alkyd System: MPI INT 5.3C.
    - a. Prime Coat: Cementitious galvanized-metal primer.

- b. Intermediate Coat: Interior alkyd matching topcoat.
- c. Topcoat: Interior alkyd (eggshell).
- E. Dressed Lumber Substrates:
  - 1. High-Performance Architectural Latex System: MPI INT 6.3A.
    - a. Prime Coat: Interior latex-based wood primer.
    - b. Intermediate Coat: High-performance architectural latex matching topcoat.
    - c. Topcoat: High-performance architectural latex (eggshell).
- F. Wood Panel Substrates: Including painted plywood.
  - 1. High-Performance Architectural Latex System: MPI INT 6.4S.
    - a. Prime Coat: Interior latex-based wood primer.
    - b. Intermediate Coat: High-performance architectural latex matching topcoat.
    - c. Topcoat: High-performance architectural latex (eggshell).
- G. Dimension Lumber Substrates, Nontraffic Surfaces: Including exposed joists.
  - 1. Latex System: MPI INT 6.2D.
    - a. Prime Coat: Interior latex-based wood primer.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex eggshell).
- H. Gypsum Board Substrates:
  - 1. High-Performance Architectural Latex System: MPI INT 9.2B.
    - a. Prime Coat: Interior latex primer/sealer.
    - b. Intermediate Coat: High-performance architectural latex matching topcoat.
    - c. Topcoat: High-performance architectural latex (eggshell).

END OF SECTION 099123