

WSCO - HVAC Upgrades

for



WASHINGTON STATE
COLLEGE OF OHIO

Washington State College of Ohio

710 Colegate Drive
Marietta, OH 45750

PREPARED BY:



Architects • Engineers • Surveyors

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Parkersburg, WV 26104
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Issued for Construction: January 23, 2026

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END OF DOCUMENT

Document 00 10 00 - Solicitation (General Contracting / Paper Bid)

State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by:

**Washington State College of Ohio, at the Office of the Director of Facilities, Office 106 - Brandon Herb
710 Colegate Drive
Marietta, Washington County, Ohio 45750**

for the following Project:

**Project: 2253013
WSCO- HVAC Upgrades
Washington State College of Ohio
Marietta, Washington County, Ohio**

in accordance with the Contract Documents prepared by:

**Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104
304-464-5305
Shelby Wagner, Document Specialist
swagner@pickeringusa.com
<https://pickeringusa.com>**

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer (“A/E”) no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

From time to time, the Commission issues new editions of the “State of Ohio Standard Requirements for Public Facility Construction” and may issue interim changes. Bidders must submit Bids that comply with the version of the Standard Requirements included in the Contract Documents.

Do not include Sales Tax. The project is exempt from State of Ohio Sales Tax. Exemption will be issued by the College upon request.

Washington State College of Ohio will make the sole evaluation of all bids submitted by responsible bidders and may reject all bids, may award contracts for the base bid only, or combine the base bids with any alternates. The total contract to be awarded, however, shall not be in excess of the available funds.

Washington State College of Ohio reserves the right to reject any bids and to waive any informalities or irregularities in the bids received.

Prevailing Wage rates and Equal Employment Opportunity requirements are applicable to this Project.

This Project is not required to be EDGE.

The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review in accordance with Section 123:2-5.01 if the Ohio Administrative Code including a review of the Bidder’s employment records and an on-site review.

The Bidder must indicate on the Bid Form, in the spaces provided or by attachment, the locations where its services will be performed, in accordance with the requirements of Executive Order 2019-12D related to providing services only within the United States. The Bidder must also affirm its compliance with Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company. Failure to do so may cause the Bid to be rejected as non-responsive.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT. COPIES OF OHIO REVISED CODE SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO FACILITIES CONSTRUCTION COMMISSION.

Bidders are encouraged to be enrolled in and to be in good standing in a Substance Use Prevention and Recovery (“SUPR”) Program approved by the Ohio Bureau of Workers' Compensation (“OBWC”) prior to submitting a Bid and provide, on the Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other SUPR criteria described in **Section 1.6** of the **General Conditions**.

Bids will be received for:

<u>Trade</u>	<u>Estimate</u>
«General Contract»	\$805,500.00
«Alternate 1»	\$3,700.00

until **Friday, February 27, 2026, at 1:00 p.m.**, when all Bids will be opened and read aloud. Bid opening will take place at Washington State College of Ohio, 710 Colegate Drive, Marietta, Ohio 45750 – Main Building Room A102, Community Room.

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on Friday, January 30, 2026, at 10:00 am. until approximately 11:00 a.m., at the following location: Washington State College of Ohio - Main Building, Room A102, Community Room: 710 Colegate Drive, Marietta, Ohio 45750

The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

The Contract Documents are available for purchase from **Sir Speedy Signs, Print, Marketing, 416 37th Street, Parkersburg, WV 26101, (304) 485-0544, sirspeedy.com** at the non-refundable cost per set, plus shipping, if requested.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the office of the A/E and the following locations:

Allied Construction Industries
 3 Kovach Drive
 Cincinnati, Ohio 45215
 Phone: (513) 221-8020
 Contact: Dan Wright
 E-mail: projectleads@aci-construction.org
 Website: www.aci-construction.org

BB-Bid Plan Room
 Contractor’s Register
 800 East Main Street
 Jefferson Valley, NY 10535
 Phone: (800) 431-2584 Ext 3618
 E-mail: support@construction.com
 Website: www.thebluebook.com

The Builder’s Exchange, Inc. (Cleveland)
 9555 Rockside Rd., Suite 300
 Valley View, Ohio 44125
 Phone: (216) 393-6300 Ext 39 / (866) 907-6300
 Contact: Laurel Sreptock
 E-mail: info@bxohio.com
 Website: www.bxcleve.com

The Builder’s Exchange, Inc. (Dayton)
 2077 Embury Park Road
 Dayton, Ohio 45414
 Phone: (937) 278-5723
 Contact: John Grandetti [Do not send documents]
 E-mail: jgrandetti@bxohio.com
 Website: www.bxohio.com

The Builder’s Exchange, Inc. (Toledo)
 5555 Airport Highway, Suite 140
 Toledo, Ohio 43615
 Phone: (419) 865-3833 Ext 201
 Contact: Sarah Skiver
 E-mail: sskiver@bxohio.com
 Website: www.bxohio.com

Builder’s Exchange of East Central Ohio
 5080 Aultman Road
 North Canton, Ohio 44720
 Phone: (330) 452-8039 Ext 104
 Contact: Heather Chapman
 E-mail: hchapman@mybx.org
 Website: www.mybx.org

Cincinnati Builders Exchange
 4350 Glendale-Milford Road, Suite 120
 Cincinnati, Ohio 45242
 Phone: (513) 769-4800 Ext 203
 Contact: Ashley Grandetti
 E-mail: agrandetti@bxohio.com
 Website: www.bxohio.com

Pittsburgh Builders Exchange
 1813 North Franklin Street
 Pittsburgh, Pennsylvania 15233
 Phone: (412) 922-4200
 Contact: Karen Kleber
 E-mail: Karen@pghbx.org
 Website: www.pghbx.org

Youngstown Minority Business Assistance Center

Youngstown Business Incubator
241 West Federal Street
Youngstown, Ohio 44503
Phone: (330) 884-6053
Contact: Tanisha Wheeler
E-mail: twheeler@ybi.org@ybi.org
Website: www.ybi.org

Northeast Ohio Procurement Technical Assistance Center

Lakeland Community College
Engineering Building Room 222
7700 Clock Tower Drive
Kirtland, Ohio 44094
Phone: (440) 525-7733
Contact: Jane Stewart
E-mail: stewartj1@ohio.edu
Website: <http://lakelandcc.edu/ptac/>

South Point Procurement Technical Assistance Center

Southern Ohio Procurement Outreach Center
216 Collins Avenue
South Point, Ohio 45680
Phone: (740) 377-4550
Contact: Jordan Lucas
E-mail: jordan@sopoc.org
Website: www.sopoc.org

Akron Minority Business Assistance Center

Akron Urban League
440 Vernon Odom Boulevard
Akron, Ohio 44307
Phone: (234) 542-4145
Edward Smith (MBAC Business Counselor) and
Natasha Bishop (MBAC Program Assistant)
E-mail: esmith@akronurbanleague.org
nbishop@akronurbanleague.org
Website: www.akronurbanleague.org

Dayton Minority Business Assistance Center (MBAC)

City of Dayton c/o Human Relations Council
907 West Fifth Street
Dayton, Ohio 45402
Phone: (937) 333-1033
Contact: Jelani Johnson
E-mail: jjohnson#@dacc.org

ConstructConnect

30 Technology Parkway South - Suite 100
Norcross, Georgia 30092
Phone: (800) 364-2059 Ext. 8158
Contact: Allen Blair
E-mail: isqftmr@gmail.com
Website: www.constructconnect.com

Ohio University Procurement Technical Assistance Center

Voinovich Center for Leadership and Public Affairs
The Ridges, Building 20, Suite 143
Athens, Ohio 45701
Phone: (740) 597-1868
Contact: Sharon Hopkins
E-mail: ptac@ohio.edu
Website: www.ohio.edu/ptac

Cincinnati Minority Business Assistance Center

Greater Cincinnati African American Chamber
2945 Gilbert Avenue
Cincinnati, Ohio 45206
Phone: (513) 475-7151 Ext. 121
Contact: Deborah Davis
E-mail: deborah@african-americanchamber.com
Website: www.african-americanchamber.com

Cleveland Minority Business Assistance Center

Urban League of Greater Cleveland
2930 Prospect Avenue
Cleveland, Ohio 44115
Phone: (216) 622-0999 ext. 232
Contact: Bethany Richards
E-mail: brichards@ulcleveland.org
Website: www.ulcleveland.org

By Order of Washington State College of Ohio, Angela Lang, VP of Finance

Also accessed to the Washington State College of Ohio Web Site at:

<https://www.wsko.edu/about/business-opportunities/>

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ARTICLE 1 - GENERAL INSTRUCTIONS

1.1 Applicable Law and Forum

1.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

1.2 Project Scheduling and Coordination

1.2.1 When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

1.2.2 The time for completion of the Project indicated on the **Bid Form** is the time for Substantial Completion applicable to the Bidder.

1.2.3 The State may assign all or any portion of its interest in a Contract with one or more of the successful Bidders to another successful Bidder as an agreed condition for an award of the Contract for the respective Bid. The assignment may include, without limitation, the duty to schedule, coordinate, and administer the Contract.

1.2.4 The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

1.2.5 By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the Contracting Authority owes the Bidder.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 Notices provided to one Project Participant from another shall be simultaneously copied to the prospective Bidders, the Owner, the Contracting Authority, and the A/E.

ARTICLE 2 - BIDDING PROCEDURES

2.1 Examination of Contract Documents and the Site

2.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda for all divisions of Work for the Project, noting in particular all requirements that may affect its Work in any way.

2.1.2 The Bidder's failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

2.1.3 Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following:

- 2.1.3.1** the condition, layout, and nature of the Site and surrounding area;
- 2.1.3.2** the availability and cost of labor;
- 2.1.3.3** the availability and cost of materials, supplies, and equipment;
- 2.1.3.4** the cost of temporary utilities required in the Bid;
- 2.1.3.5** the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
- 2.1.3.6** the usual weather conditions of the Project location;
- 2.1.3.7** conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and
- 2.1.3.8** subsurface and concealed physical conditions and related information provided in the Contract Documents.

2.2 Pre-Bid Meeting

2.2.1 The Bidder is encouraged to attend the pre-bid meeting, where the A/E, the Contracting Authority, and the Owner will receive questions regarding the Contract Documents. If not given in **Document 00 10 00 - Solicitation**, the A/E shall issue notice of the time and place of any pre-bid meeting to each registered Plan Holder.

2.2.2 The A/E shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.

2.2.3 Additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting, which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

2.3 Request for Interpretation

2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the A/E for an interpretation or clarification.

2.3.1.1 The Bidder is responsible for prompt delivery of the RFI.

2.3.1.2 The A/E shall respond to RFIs received more than 7 days before the bid opening.

2.3.2 The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**.

2.3.2.1 The Addenda may be delivered via e-mail, posted to a web or FTP site, or otherwise furnished to each registered Plan Holder.

2.3.3 Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.

2.3.4 The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

2.4 Basis of Design and Acceptable Components

2.4.1 The Contract Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements.

2.4.2 The component listed first is the Basis of Design Component.

2.4.3 Other listed components are Acceptable Components.

2.4.3.1 If the Bidder includes an Acceptable Component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

2.5 Substitutions Prior to Bid Opening

2.5.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.

2.5.1.1 If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.

2.5.2 The Bidder shall submit its request for Substitution to the A/E no later than 10 days prior to the bid opening, which must include:

2.5.2.1 the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and

2.5.2.2 a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

2.5.3 If the A/E approves the Proposed Substitution, the A/E shall issue an Addendum.

2.5.4 If the A/E does not approve the Proposed Substitution, the A/E shall inform the Bidder of its decision, which is final. The A/E may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the A/E to completely evaluate the Proposed Substitution without causing a delay in the scheduled bid opening.

2.5.5 Proposed Substitutions received by the A/E less than 10 days prior to the bid opening shall not be considered.

2.6 Bid Form

2.6.1 Each Bid shall be submitted on the **Bid Form** and sealed in an envelope clearly marked as containing a Bid, indicating the Contracting Authority's Project number and name, and the date and time of the bid opening on the envelope. Refer to **Section 3.1.2** for requirements related to envelope markings.

2.6.1.1 Any change, alteration, omission, or addition in the wording of the **Bid Form** shall cause the Bid to be rejected as non-responsive.

2.6.1.2 All pages of the **Bid Form**, including a completed "Bidder Affirmation and Disclosure" page acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2019-12D related to providing services only within the United States and Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company, and a completed "Commitment to Participate in the EDGE Business Assistance Program" page, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as non-responsive.

.1 If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration** form.

2.6.1.3 Unless the Bidder withdraws the Bid as provided in **Article 4**, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

2.6.2 The Bidder shall fill in all relevant blank spaces on the **Bid Form** by printing in ink or by typewriting, and not in pencil.

2.6.2.1 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.

2.6.2.2 The Bidder shall initial alteration or erasure of items filled in on the **Bid Form**.

2.6.3 If the Bidder is a corporation, partnership, or sole proprietorship, an officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line provided, and sign the **Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the

applicable member on the line provided, and sign the **Bid Form** on behalf of that member. All signatures must be original.

2.7 Allowances

2.7.1 If Allowances are provided on the **Bid Form**, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided. Allowances shall not include the Contractor's Fee.

2.8 Unit Prices

2.8.1 If Unit Prices are requested on the **Bid Form**, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the **Bid Form** and the actual quantities provided.

2.8.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's Fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

2.9 Alternates

2.9.1 If an Alternate is listed on the **Bid Form**, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word "ADD" or the word "DEDUCT" as applicable. The Contracting Authority reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

2.9.1.1 If no change in the bid amount is required, indicate "No Change" or "\$0."

2.9.1.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

2.9.1.3 Failure to indicate a negative number by circling "DEDUCT," preceding the number by a minus sign, or enclosing the number in parentheses will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank.

2.9.1.4 If an Alternate is not selected, an entry as listed in **Section 2.9.1.2** on that Alternate shall not, by itself, render a Bid non-responsive.

2.10 Submittals with Bid Form

2.10.1 The Contracting Authority shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope:

2.10.1.1 A Bid Guaranty as provided in **Article 5**, meeting the requirements of Ohio Revised Code ("ORC") Sections 153.54 and 153.571.

2.10.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the Contracting Authority shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the Contracting Authority within a period determined by the Contracting Authority. The Contracting Authority shall not enter into a Contract without a valid Power of Attorney.

2.10.3 The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.10**. If the apparent low Bidder does not submit the **Bidder's Qualifications** form and related information with its Bid, the Bidder shall provide it upon request in accordance with **Section 3.5.4**, including, but not limited to:

2.10.3.1 the overall experience of the Bidder, including number of years in business under present and former business names;

2.10.3.2 a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

2.10.3.3 a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

- 2.10.3.4** a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;
- 2.10.3.5** a complete listing of Substance Use Prevention and Recovery (“SUPR”) violations in the last 5 years;
- 2.10.3.6** upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:
- .1** an annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or
 - .2** a financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking.
- 2.10.3.7** a description of the Bidder’s relevant facilities and major equipment, whether leased or owned;
- 2.10.3.8** a description of the management experience of the Bidder’s project manager(s) and superintendent(s) and a comprehensive resume for each;
- 2.10.3.9** a description of the EDGE-certified Business(es) the Bidder proposes as Subcontractors and Material Suppliers for this Project by attaching a fully completed EDGE Affidavit for each EDGE-certified Business;
- 2.10.3.10** to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;
- 2.10.3.11** a current Ohio Workers' Compensation Certificate;
- 2.10.3.12** if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;
- 2.10.3.13** evidence that the Bidder is enrolled in, and in good standing in, a SUPR program approved by the Ohio Bureau of Workers’ Compensation (“OBWC”); and
- 2.10.3.14** any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

2.11 Changes in the Bid Amount

- 2.11.1** Any change to a previously submitted Bid shall be in writing and received by the Contracting Authority before the time scheduled for the bid opening.
- 2.11.2** Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.
- 2.11.3** If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the Contracting Authority may, in its sole discretion, reject the Bid as non-responsive.

ARTICLE 3 - BID OPENING AND EVALUATION

3.1 Delivery of Bid

- 3.1.1** The Bidder shall submit its Bid to the Contracting Authority at the location indicated in **Document 00 10 00 - Solicitation** prior to the time scheduled for the bid opening.
- 3.1.2** If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope.
- 3.1.3** Bids that arrive at the location designated in **Document 00 10 00 - Solicitation** after the time set for the bid opening shall not be opened or considered.

3.2 Bid Opening

3.2.1 Sealed Bids shall be received at the location designated in **Document 00 10 00 - Solicitation** until the time stated when all Bids shall be opened, read aloud, and the tabulation made public.

3.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

3.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

3.3 Bid Opening Extension

3.3.1 If an Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended 7 days. If the Contracting Authority approves, the bid opening may be extended for more than 7 days, and consideration for additional advertising may be recommended.

3.3.2 As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the Contracting Authority may approve a revised bid opening date or additional advertising.

3.4 Bid Evaluation Criteria

3.4.1 The Contracting Authority reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the Contracting Authority determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.

3.4.2 The Contracting Authority reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.

3.4.3 If any Bidder has engaged in collusive bidding, the Contracting Authority shall reject that Bidder's Bid as non-responsive for the Contract. A collusive bidder may also be debarred from future State Contracts.

3.4.4 The Contracting Authority reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

3.4.5 If, in the opinion of the Owner, the award of the Contract to the lowest Bidder is not in the best interest of the State, with the written consent of the Contracting Authority, the Owner may accept, in its discretion, another Bid so opened, or the Contracting Authority may reject all Bids and solicit for other Bids. The solicitation shall be for the period, in the form, and in the manner directed by the Contracting Authority.

3.5 Bid Evaluation Procedure

3.5.1 The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Contracting Authority, or all Bids may be rejected in accordance with Applicable Law.

3.5.1.1 In determining which Bid is the lowest, the Contracting Authority shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

3.5.1.2 The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

3.5.1.3 If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the Contracting Authority may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

.1 If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

3.5.2 A Bidder for a Contract shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.

3.5.2.1 A Bid shall be rejected as non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Contracting Authority.

3.5.2.2 If the lowest Bidder is non-responsive, the Bidder shall be notified according to **Section 3.6**.

3.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.3.1 preferences required by law, where applicable;

3.5.3.2 the experience of the Bidder;

3.5.3.3 the financial condition of the Bidder;

3.5.3.4 the conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the ORC and the Ohio Administrative Code;

3.5.3.5 the facilities of the Bidder;

3.5.3.6 the management skills of the Bidder, including the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning, and electrical branches or classes of the Work; and

3.5.3.7 the Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.

3.5.4 The A/E shall obtain from the lowest responsive Bidder any information the Contracting Authority determines appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the A/E, or a longer period, if the Contracting Authority consents in writing.

3.5.5 If the lowest responsive Bidder is not responsible, the Contracting Authority shall evaluate the next lowest Bidder according to the procedures set forth in this **Section 3.5** until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

3.6 Rejection of Bid

3.6.1 If the lowest Bidder is not responsive or responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing of the finding and the reasons for the finding. The notice shall be given by email, or by certified mail if no email address is available.

3.6.2 Ten Percent Rule.

3.6.2.1 If the lowest responsive and responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Contracting Authority shall reject all Bids.

3.6.3 A Bidder notified in accordance with **Section 3.6.1** may object to its rejection by filing a written protest, which must be received by the Contracting Authority within 5 days of the notification provided pursuant to **Section 3.6.1**.

3.6.4 Upon receipt of a timely protest, the Contracting Authority shall meet with the protesting Bidder to hear its objections. ORC Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

3.6.4.1 No Contract award shall become final until after the Contracting Authority has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Contracting Authority.

3.6.4.2 If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

3.7 Notice of Intent to Award

3.7.1 The Contracting Authority shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

3.7.2 The Contracting Authority reserves the right to rescind any Notice of Intent to Award if the Contracting Authority determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in **Article 6** are not met.

ARTICLE 4 - WITHDRAWAL OF BID**4.1 Withdrawal prior to Bid Opening**

4.1.1 A Bidder may withdraw a Bid after the Contracting Authority receives the Bid, provided the Bidder makes a request in writing and the Contracting Authority receives the request prior to the time of the bid opening, as determined by the Contracting Authority.

4.2 Withdrawal after Bid Opening

4.2.1 The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Contracting Authority within 2 business days after the bid opening. The Contracting Authority reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

4.2.1.2 No Bid may be withdrawn under **Section 4.2.1** which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.2.2 If a Bidder withdraws its Bid under **Section 4.2.1**, the Contracting Authority may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event the Contracting Authority advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Contracting Authority finds that these costs would not have been incurred but for the withdrawal.

4.2.3 A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in **Section 4.2.1** by giving written notice to the Contracting Authority.

4.3 Refusal to Accept Withdrawal

4.3.1 If the Contracting Authority contests the right of a Bidder to withdraw a Bid pursuant to **Section 4.2.1**, a hearing shall be held within 10 days after the bid opening and the Contracting Authority shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The Contracting Authority shall give the withdrawing Bidder timely notice of the time and place of the hearing.

4.3.1.1 The Contracting Authority shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.3.1.2 Pursuant to ORC Section 119.12, the Bidder may appeal the order of the Contracting Authority required by **Section 4.3.1**.

4.4 Refusal to Perform

4.4.1 In the event the Contracting Authority denies the request for withdrawal and the Bidder refuses to perform the Contract, the Contracting Authority may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

4.5 Effect of Withdrawal

4.5.1 A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded. The Bidder shall not otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted without the Contracting Authority's prior written consent.

ARTICLE 5 - BID GUARANTY AND BOND

5.1 Bid Guaranty

5.1.1 The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Contracting Authority, in the form of either:

5.1.1.1 the signed **Document 00 43 13 - Bid Security Form** contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

5.1.1.2 a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority.

5.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Contracting Authority and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Contracting Authority.

5.1.3 If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

5.1.4 An authorized agent must sign the **Bid Security Form**, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the **Bid Security Form**.

5.1.5 The requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the **Bid Security Form**. The Bidder shall determine the applicability of this provision.

5.1.6 Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing **Document 00 61 13 - Performance and Payment Bond Form** from a Surety satisfactory to the Contracting Authority.

5.2 Forfeiture of Bid Guaranty

5.2.1 If for any reason, other than as authorized by **Section 4.2.1** or **Section 5.3**, the Bidder fails to execute the Agreement, and the Contracting Authority awards the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder:

5.2.1.1 The Bidder who failed to execute the Agreement is liable to the State for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

5.2.2 If the Contracting Authority then awards a Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Agreement:

5.2.2.1 The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder, except as provided in **Section 5.3**, but not in excess of the liability specified in **Section 4.2.2**.

5.2.2.2 The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

5.2.3 If the Contracting Authority does not award the Contract to another Bidder under **Section 5.2.2**, but submits the Project for re-bidding:

5.2.3.1 The Bidder failing or refusing to execute the Agreement is liable to the State for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in **Section 5.3**.

5.3 Exception to Forfeiture

5.3.1 A Bidder for a Contract with the State costing less than \$500,000 may withdraw its Bid from consideration if its Bid for another Contract with the State for less than \$500,000 has already been accepted if:

5.3.1.1 the Bidder certifies in good faith that the total amount of its current contracts is less than \$500,000; and

5.3.1.2 the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

5.3.2 If a Bid is withdrawn pursuant to **Section 5.3.1**:

5.3.2.1 the Contracting Authority may award the Contract to another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and

5.3.2.2 neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

5.4 Bond

5.4.1 Prior to signing the Agreement, the Bidder shall provide the Bond required by law in form and substance satisfactory to the Contracting Authority, and from a Surety licensed to do business in the state of Ohio and satisfactory to the Contracting Authority.

5.4.1.1 If the Bidder provided **Document 00 43 13 - Bid Security Form**, described in **Section 5.1.1.1**, as its Bid Guaranty then that form shall be the Bond.

5.4.1.2 If the Bidder provided another form of Bid Guaranty, described in **Section 5.1.1.2**, then **Document 00 61 13 - Performance and Payment Bond Form**, described in **Section 5.1.6**, shall be the Bond.

5.4.1.3 The Bidder shall not be required to provide both forms described above.

5.4.2 The Bond must be in the full amount of the Contract to indemnify the State against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

ARTICLE 6 - CONTRACT AWARD AND EXECUTION

6.1 Conditions Precedent for Execution of Contract

6.1.1 The successful Bidder must submit the items in this **Section 6.1** to the Contracting Authority before executing the Agreement.

6.1.2 Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the state of Ohio.

6.1.3 Ohio Workers' Compensation Certificate

6.1.4 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Contracting Authority reserves the right to request and receive a certified copy of the Contractor's insurance policies.

6.1.5 If a Bidder is a foreign corporation (e.g., not incorporated under the laws of Ohio) it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the state of Ohio.

6.1.6 If a Bidder is an individual or partnership, nonresident of the State, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive.

6.1.7 If the Contract includes plumbing; electrical; hydronics; refrigeration; and heating, ventilating and air conditioning ("HVAC") Work, the Contractor or its Subcontractors must submit proof of current licensing pursuant to Applicable Law.

6.1.8 Evidence that the Bidder is enrolled in, and in good standing in, a SUPR program approved by the OBWC.

6.1.9 Required Notice of Unresolved Findings for Recovery.

6.1.9.1 By submitting its Bid, the Bidder warrants that it is not subject to an unresolved findings for recovery under ORC Section 9.24. ORC Section 9.24 prohibits the State from awarding a Contract to any Bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under ORC Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

6.1.10 EDGE Program – Supporting Documentation Required.

6.1.10.1 The Bidder shall provide evidence acceptable to the Contracting Authority of the Bidder's participation in the EDGE Program by contracting with EDGE-certified Business(es) for the Project by submitting a fully completed **EDGE Affidavit** for each EDGE-certified Business, by requesting a waiver or partial waiver of the advertised EDGE Program participation goal for the Project on the Bidder's company letterhead including full documentation of the Bidder's good faith effort to contract with EDGE-certified Business(es) for this Project, or both.

6.1.11 Registered Apprentices – Supporting Documentation Required.

6.1.11.1 The Bidder shall provide evidence acceptable to the Contracting Authority of the registration of all apprentices who the Bidder or its Subcontractors intend to employ on the Project pursuant to ORC Section 4115.05.

6.1.12 If the Bidder is a joint venture, it must submit the executed agreement between the joint venturers describing the division of services/work and percentage of contract for each company, and a Power of Attorney which authorizes one or more individuals to bind the joint venture and each individual joint venturer to Contract Modifications.

6.2 Non-compliance with Conditions Precedent

6.2.1 The award of the Contract and execution of the Agreement require the Contractor to comply with:

6.2.1.1 all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and

6.2.1.2 the **Bidder's Qualifications** form, including a fully completed EDGE Affidavit for each EDGE-certified Business, not previously provided within 3 business days of receiving the Contracting Authority's request.

6.2.2 Non-compliance with the conditions precedent for execution of the Contract as stated in **Section 6.1** within the timelines stated in **Section 6.2.1** following the date of the Notice of Intent to Award shall be sufficient cause to permit the Contracting Authority to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder; or the Contracting Authority may re-bid the Work at its sole discretion.

6.2.3 The Contracting Authority may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

6.3 Time Limits

6.3.1 The Contracting Authority's failure to award the Contract and execute the Agreement within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and the Contracting Authority.

6.3.1.1 If the Contracting Authority awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

6.3.1.2 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the State is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the successful Bidder and the price of the next lowest responsive and responsible Bidder.

6.3.1.3 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, the Contracting Authority shall not grant a request for increased costs.

6.4 Notice to Proceed

6.4.1 The Contracting Authority shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion. Within 10 days of the date of the Notice to

Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall furnish the following submittals to the A/E:

6.4.1.1 Schedule of Values;

6.4.1.2 preliminary schedule of Shop Drawings and other Submittals;

6.4.1.3 Subcontractor and Material Supplier Declaration form, with completed “Bidder Affirmation and Disclosure” forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D for Subcontractors that were not identified in the **Bid Form**;

6.4.1.4 qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each; and

6.4.1.5 evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at <http://supplier.ohio.gov>.

6.5 Prevailing Wage Rates

6.5.1 The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14. Refer to **Document 00 73 43 - Wage Rate Requirements** for related information and the Project’s prevailing rates of wages with an appropriate ratio of registered apprentices.

6.5.2 The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.

6.5.3 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority’s Prevailing Wage Coordinator with a schedule of dates during the term of the Contract when the Contractor shall pay wages to its employees for the Project.

END OF DOCUMENT

Document 00 22 00 - Supplementary Instructions (Two-Year College Sample) State of Ohio Standard Requirements for Public Facility Construction

Certifications

These Supplementary Instructions amend and supplement the Instructions to Bidders (Multiple-Prime Contract or General Contract) and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Instructions defined in the Contracting Definitions or the Instructions to Bidders shall have the meanings assigned to them in those documents.

These Supplementary Instructions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed by and for Washington State College of Ohio.

Contracting Authority and Owner

Washington State College of Ohio
710 Colegate Drive
Marietta, Ohio 45750
740-376-8716
<https://www.wSCO.edu>

MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

Replace Sections 2.6.1.2 and 2.6.1.2.1 with the following:

2.6.1.2 All pages of the Bid Form, including a completed “Bidder Affirmation and Disclosure” page acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2011-12K, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as non-responsive.

- .1 If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its Subcontractor and Material Supplier Declaration form.

Replace Section 2.10.3.2 with the following:

2.10.3.2 a complete listing of all the Bidder’s ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

Replace Section 2.10.3.4 with the following:

2.10.3.4 a complete listing of Affirmative Action violations in the last 5 years;

Delete Section 2.10.3.11 in its entirety.

Insert Section 2.10.3.17 with the following:

2.10.3.17 In addition to the items above, the Bidder shall provide a current Disclosure of Personal Property Taxes form. This form is available in the Contract Specifications. Specification Section 00 62 46.

Replace Section 3.5.3.4 with the following:

3.5.3.4 The conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA, and Prevailing Wage laws;

Delete Section 6.1.12 in its entirety.

Replace Section 6.2.1.2 with the following:

6.2.1.2 The Bidder's Qualifications form not previously provided within 3 business days of receiving the Contracting Authority's request.

END OF DOCUMENT

**Document 00 41 13 - Bid Form (General Contracting Project)
 State of Ohio Standard Requirements for Public Facility Construction**

Sealed bids will be received by **Washington State College of Ohio** at 710 Colegate Drive, Marietta, Washington County, Ohio 45750 for:

**Project 2253013
 WSCO – HVAC Upgrades**

at

**710 Colegate Drive
 Marietta, Washington County**

for the

Washington State College of Ohio

The time for Substantial Completion of all Work is **180** consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package 101 – GENERAL CONTRACT

BASE BID:

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

_____ and _____ /100 dollars.

Alternate 1, Disconnect, remove, replace the VFD for AHU-2 (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

-- remainder of page left blank intentionally --

3. Location where State data will be located by Contractor:

(Address)	(City, State, Zip)

Locations where State data will be located by Subcontractor(s), if known at time of Bid Opening:

(Subcontractor Name)	(Address, City, State, Zip)

(Subcontractor Name)	(Address, City, State, Zip)

(Subcontractor Name)	(Address, City, State, Zip)

(Subcontractor Name)	(Address, City, State, Zip)

(Subcontractor Name)	(Address, City, State, Zip)

Bidder also affirms, understands and agrees that Bidder and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Bidder or its subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Bidder to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10** - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
11. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.
12. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
13. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
14. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and **sign the Bid Form**.
15. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
16. All signatures must be original.

-- remainder of page left blank intentionally --

BIDDER SIGNATURE AND INFORMATION

Bidder’s Authorized Signature: _____

Please print or type the following:

Name of Bidder’s Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

State of Incorporation: _____

Federal Tax ID Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President’s or Chief Executive Officer’s Name / Title: _____

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

Joint Venture Bidder’s Authorized Signature: _____

Please print or type the following:

Name of Joint Venture Bidder’s Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

State of Incorporation: _____

Federal Tax ID Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President’s or Chief Executive Officer’s Name / Title: _____

END OF DOCUMENT

Document 00 43 13 - Bid Security Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____,
_____, as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto _____
_____ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Obligee on _____ (date) to undertake the Project known as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced 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, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition 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 Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

SURETY:

Signature

Signature

By: _____
Name

By: _____
Attorney-in-Fact

Title

SURETY INFORMATION:

SURETY AGENT'S INFORMATION:

Name

Name

Address 1

Address 1

Address 2

Address 2

City State Zip

City State Zip

Telephone

Telephone

Email

Email

END OF DOCUMENT

Document 00 45 13 - Bidder's Qualifications
State of Ohio Standard Requirements for Public Facility Construction

Project Number: _____

Project Name: _____

1. Company Name: _____

Physical Address: _____
Street, Building, Unit

City, State, Zip

Mailing Address (if different): _____
P.O. Box

City, State, Zip

Telephone Number (w/ Area Code): (_____) _____

Fax Number (w/ Area Code): (_____) _____

Email address: _____

2. Overall Experience. Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

3. Financial. The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

e) EPA/OSHA violations

f) Liquidated damages and Statutory Delay Forfeiture assessed

g) Drug-Free Safety Program and Drug Free Workplace Program violations (currently titled ***Substance Use Prevention and Recovery Program***)

7. **Management.** Identify individuals assigned to this Project.

Principal _____ Years with firm _____ Total Exp. _____

Project Manager _____ Years with firm _____ Total Exp. _____

Field Superintendent _____ Years with firm _____ Total Exp. _____

8. **EDGE Participation.** Identify EDGE-certified Business Enterprises proposed as Subcontractors and Material Suppliers for this Project. Attach a fully completed Document 00 45 39 - "EDGE Affidavit" for each EDGE-certified Business Enterprise.

9. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF DOCUMENT

Document 00 52 00 - Agreement Form (College Project)

State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the College, and the Contractor in connection with the Project.

Project Number: 2253013
Project Name: WSCO – HVAC Upgrades
Site Address: 710 Colegate Drive
 Marietta, Ohio 45750
 Washington County

Owner (“College”): Washington State College of Ohio
Owner’s Representative: Mr. Brandon Herb
Address: 710 Colegate Drive
 Marietta, Ohio 45750

Contracting Authority: Washington State College of Ohio
Project Manager: Mr. Brandon Herb

Contractor: «insert name»
Contractor’s Principal Contact: «insert name»
Address: «insert street address»
 «insert city, state zip code»

Architect/Engineer (“A/E”): Pickering Associates
A/E’s Principal Contact: Shelby Wagner, Document Specialist and Joe Tucker, PE
 Principal Structural Engineer
Address: 11283 Emerson Avenue
 Parkersburg, WV 26104

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor shall perform and provide all of the Work described in the Contract.

ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s proper, timely, and complete performance of the Contract. The Contract Sum is \$«insert amount», subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

- 2.1.1 Base Bid:\$«Insert Base Bid Amount»
- 2.1.2 Alternate «Insert Alternates Awarded»:\$«Insert Alternate Amount»
- 2.1.3 Alternate «Insert Alternates Awarded»:\$«Insert Alternate Amount»
- 2.1.4 Alternate «Insert Alternates Awarded»:\$«Insert Alternate Amount»
- 2.1.5 Alternate «Insert Alternates Awarded»:\$«Insert Alternate Amount»

ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Substantial Completion of all Work	«insert number of calendar days» days	«insert date»

3.1.1 The projected dates listed under “Projected Date (as of the date of this Agreement)” are (1) based upon an anticipated, but not guaranteed, Date of Commencement of «insert date»; and (2) provided only for convenient reference during consideration of the Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor’s key personnel for the Project are:

- 4.1.1 «insert name», Project Manager;
- 4.1.2 «insert name», Lead Scheduling Engineer;
- 4.1.3 «insert name», General Superintendent.

4.2 The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the College’s appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the College gives the Contractor written notice that such funds are available from the College’s funding source.

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the College, Contractor, and Ohio Attorney General.

5.1.3.1 If the Contractor is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the College any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

5.2.5 The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

5.2.6 During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.

5.2.7 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

ARTICLE 6 - Enumeration of Documents

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions**, Supplementary Conditions if any, **Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

TREASURER’S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Signature

Printed Name

Chief Financial Officer

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR’S NAME»

OWNER

Signature

Signature

Printed Name

Title

Printed Name

Title

OHIO ATTORNEY GENERAL
Approval as to Form

«INSERT CONTRACTOR’S NAME»
by «insert Joint Venturer/Member’s name»

Signature

Printed Name

Title

Date
OWNER

Signature

Printed Name

Title

Signature

Printed Name

Title

by «insert Joint Venturer/Member’s name»

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Printed Name

Title

Signature

Printed Name

Title

Date

END OF DOCUMENT

Document 00 52 14 - State of Ohio Subcontract Form

State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number: <<insert number>>
Project Name: <<insert name>>
Site Address: <<insert street address>>
<<insert city, county>>

Contractor: <<insert name>>
Contractor's Principal Contact: <<insert name>>
Address: <<insert street address>>
<<insert city, state zip code>>

Subcontractor: <<insert name>>
Subcontractor's Principal Contact: <<insert name>>
Address: <<insert street address>>
<<insert city, state zip code>>

Public Authority: <<insert name>>
Public Authority Contact: <<insert name>>
Address: <<insert street address>>
<<insert city, state zip code>>

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit <<N>> and described in the Contract Documents for the Project.

ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of <<insert Subcontract Sum>>, comprised of the following:

<<insert Subcontract Sum component>>.....\$<<insert amount>>
<<insert Subcontract Sum component>>.....\$<<insert amount>>
<<insert Subcontract Sum component>>.....\$<<insert amount>>
<<insert Subcontract Sum component>>.....\$<<insert amount>>

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:

4.1.1 The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;

4.1.2 The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;

4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1** a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2** a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3** The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A:

6.13.2 Exhibit B:

6.13.3 Exhibit C:

6.13.4 Exhibit D:

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

«INSERT SUBCONTRACTOR'S NAME»

«INSERT CONTRACTOR'S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

Document 00 61 13 - Performance and Payment Bond Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____,
_____, as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto _____
_____ as Obligee(s), in the penal sum of _____ dollars,
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the
_____ day of _____, _____, enter into a Contract with the Obligee, which said Contract is
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the
Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors,
Material Suppliers, 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 Subcontractor,
Material Supplier 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 Sureties for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of
the said Contract or in or to the Plans and Specifications therefor shall in any wise affect the obligations of said Surety on its
bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the
Work or the Contract Documents, including without limitation the Plans and Specifications.

PRINCIPAL:

Principal Signature

By: _____

Title: _____

SURETY:

Surety Signature

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

Email Address

END OF DOCUMENT

Certified Payroll Report (Prevailing Wage) - Instructions

State of Ohio Standard Forms for Public Facility Construction

This Certified Payroll Report was created in MicroSoft Excel to comply with Section 4115.071 of the Ohio Revised Code.

EMPLOYER NAME AND ADDRESS: Enter the company's full name and address. Indicate if the company is a Subcontractor in the space below, if so list the name of the General or Prime Contractor. The term Prime Contractor includes Construction Manager at Risk, Design-Build firm, and Energy Services Contractor.

PROJECT NAME AND LOCATION: Enter the name and location of the Project, including the county or counties where the Project is located.

CONTRACTING PUBLIC AUTHORITY: Enter the name and address of the contracting public authority responsible for maintaining prevailing wage records. This may be the Project Owner.

WEEK ENDING: Indicate month, day, and year for last day of reporting period.

PAYROLL NUMBER: Indicate first, second, third, etc. payroll filed by the company for the project.

PAGE: Indicate number of pages included in the report.

PROJECT / CONTRACT NUMBER: Indicate the Project number or Contract number determined by the Contracting Public Authority. If there is no number, leave blank.

1. NAME, ADDRESS, AND LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER: Enter the name, address, and last four digits of each employee's Social Security Number. This information must be provided for all employees that perform physical labor on the Project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves the prevailing rate but must report their hours on the Project.

2. WORK CLASSIFICATION: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.

3. RACE AND SEX: Provide the race and sex of each worker. This information is requested to facilitate review by the Construction Compliance Unit of the Equal Opportunity Division in the Ohio Department of Administrative Services pursuant to Chapter 123:2 of the Ohio Administrative Code. This information is not required by Chapter 4115 of the Ohio Revised Code.

4. HOURS WORKED - DAY AND DATE: In the first row of column 4 enter the days of the pay period. For example: S M T W TH F S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage Project and which day(s) the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked beyond 40 hours must be paid at the appropriate overtime rate.

5. TOTAL PROJECT HOURS: Total the hours entered for the pay period.

6. BASE WAGE RATE: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways: (1) total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits; (2) total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans; or (3) total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

7. PROJECT GROSS: Enter total gross wages earned on the Project for straight time and overtime. Project hours multiplied by base rate should equal the Project gross.

8. FRINGES: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space for Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space for Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per-hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2,080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.

9. TOTAL HOURS ALL JOBS: Total all hours worked during the pay period including non-prevailing wage jobs.

10. TOTAL GROSS ALL JOBS: Gross amount earned in the pay period for all hours worked.

ITEMS 11., 12., AND 13. ARE SELF-EXPLANATORY

Certified Payroll Report (Prevailing Wage)

CHECK IF CORRECTED

State of Ohio Standard Forms for Public Facility Construction

EMPLOYER NAME AND ADDRESS			NAME OF GENERAL / PRIME CONTRACTOR				PROJECT NAME AND LOCATION (COUNTY)				CONTRACTING PUBLIC AUTHORITY / OWNER									
CHECK IF SUBCONTRACTOR ¹ <input type="checkbox"/>			WEEK ENDING _____				PAYROLL NUMBER _____ PAGE ² _____ of _____				PROJECT / CONTRACT NUMBER _____									
1. NAME, CURRENT ADDRESS, ³ AND LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER		2. WORK ⁴ CLASSIFICATION	3. RACE AND SEX	4. HOURS WORKED - DAY AND DATE				5. TOTAL PROJ HRS	6. BASE WAGE RATE	7. PROJ GROSS WAGES	8. FRINGES: CASH <input type="checkbox"/> APPROVED PLANS <input type="checkbox"/> CASH AND APPROVED PLANS <input type="checkbox"/>					9. TTL HRS ALL JOBS	10. TOTAL GROSS ALL JOBS	11. TAXES WITHHELD	12. OTHER DEDUCTIONS	13. NET WAGES PAID
										H&W	PENS	VAC	APP	OTHER						
			OT																	
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My signature on this form signifies that (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this Project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in Ohio Revised Code Chapter 4115; and (5) apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil action or possible criminal prosecution.

Type or Print Name and Title: _____ Signature: _____ Date: _____

Delinquent Personal Property Tax Affidavit

State of Ohio Standard Forms and Documents

State of Ohio }
County of _____ } SS.

The undersigned individual, or duly authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that said individual or company has been advised that he has or it has received a Notice of Intent to Award a Contract(s) let by competitive bid by

_____ School District , on behalf of the State of Ohio under Section 3318.10, ORC, but prior to the execution of said Contract(s), and pursuant to Section 5719.042, ORC, provides this statement to the Treasurer under oath that he or it was not charged, on the date the Bid(s) was submitted, with any delinquent personal property taxes on the general tax list of personal property of _____ County, Ohio, or that he or it is so charged in the following amount:

Delinquent Tax: _____

Penalties and interest due and unpaid: _____

Total (if none, indicate "NONE") _____

A copy of this sworn statement will be attached to and incorporated into the Contract(s) for this Project which shall enable payments to be made under said Contract(s).

By: _____ Date: _____, _____

Company: _____

Project: _____

Sworn to and executed before me this _____ day of _____, _____

Notary Public
My commission expires: _____

Document 00 71 00 - Contracting Definitions (General Contracting Project)

State of Ohio Standard Requirements for Public Facility Construction

Acceptable Component	A component listed in the Specifications after the Basis of Design Component.
Addenda or Addendum	Written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
ADR	See “Alternative Dispute Resolution.”
A/E	See “Architect/Engineer.”
Agreement	The form furnished by the Contracting Authority (including all of its exhibits) that, when completed and signed by the Contractor and Contracting Authority evidences entry into the Contract.
Allowance	A sum stipulated in the Contract Documents for a defined scope of the Work that may not be completely defined at the time of bidding. Allowance amounts do not include the Contractor’s Fee on account of the associated Work.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.
Alternative Dispute Resolution	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.
Applicable Law	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E’s Services on the Project.
Architect/Engineer	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be a (1) registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, (2) landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or (3) professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.
As-Built Documents	Documents, including but not limited to Drawings, Addenda, Specifications, Modifications, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
Base Bid	The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.
Basis of Design	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
Basis of Design Component	A component listed first in the Specifications.

Bid	A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State's electronic bidding application pursuant to OAC Section 153:1-8-01.
Bidder	A Person that submitted a Bid.
BIM	See "Building Information Model."
Bid Form	A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
Bid Guaranty	A bid bond or other instrument of security authorized by ORC Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.
Bond	A performance and payment bond in the format specified by ORC Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Building Information Model	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
Certificate of Contract Completion	A form used to document that the Contractor's achievement of Contract Completion. This form may also be used to document partial Contract Completion.
Certificate of Substantial Completion	A form used to document (1) that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and (2) the date on which the associated Substantial Completion of the Work was achieved.
Change Directive	A written document prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
Change Order	A document recommended by the A/E and executed by the Contracting Authority and the Contractor that modifies the Contract.
Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Commission	See "Ohio Facilities Construction Commission."
Commissioning Agent	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.
Conformed Documents	Contract Documents with all Addenda items and accepted Alternates incorporated by the A/E, published, and issued to a successful Bidder for its use during performance of the Contract. The Conformed Documents are furnished solely for the Contractor's convenience. In the event of any conflict between the Contract Documents modified by Addenda and the Conformed Documents, the Contract Documents take precedence.
Construction Budget	The amount identified in the Agreement as adjusted by the Owner and Contracting Authority.
Construction Cost	The sum of the Contract Cost amounts for a phase of the Project.
Construction Progress Schedule	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, A/E, Contracting Authority, and Owner; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.
Contract	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
Contract Completion	The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to (1) all governmental authorities have given final, written approval of the Work, (2) a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, (3) the Contractor's Work is 100 percent complete, and (4) all Punch List items have been completed or corrected, and (5) the Contractor has complied with conditions precedent to final payment and release of retained funds.
Contract Documents	Collectively, the documents that constitute the substance of the Contract including Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and Modifications if any.
Contract Sum	The Contract Sum is the Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.
Contract Times	The periods stipulated in the Agreement for the achievement of associated Milestones, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
Contracting Authority	The party identified as such in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
Contractor	A firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.
Contractor's Documents	All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.

Contractor's Fee	The portion of the Contract Sum attributable to the aggregate of the Contractor's profit and home-office overhead related to the Contractor's proper, timely, and complete performance of the Work.
Contractor Payment Request	The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
Coordination Drawings	Drawings and Electronic Files prepared by the Contractor to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
Correction Period	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
CxA	See "Commissioning Agent."
Date of Commencement	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.
day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials, or equipment during the period of any warranty or guarantee.
Differing Site Condition	Either (1) a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or (2) an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
Drawings	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Electronic File	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.
Enclosure, Permanent	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
Enclosure, Temporary	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.

Estimated Construction Cost	The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.
Estimated Contract Cost	The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.
Extra Materials	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
Fee	See “Contractor’s Fee.”
Final Inspection	The final review of the Work of the Contractor by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
furnish	Supply and deliver to the Site, or other specified location, ready for installation.
General Conditions	The State’s Standard General Conditions in effect as of the date of the Agreement.
General Conditions Costs	General Conditions Costs include only the Contractor’s costs to provide the general conditions Work including without limitation the costs of all of the following Site-related items: scheduling and coordinating the Work. telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include (1) Bond premiums and (2) premiums for builder’s risk insurance if the Contractor purchases the builder’s risk policy for the Project.
Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
Indemnified Parties	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
install	Put into use or place in final position, complete and ready for intended service or use.
Institutional Designee	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer, director of capital facilities, or an institution vice president.
Institution of Higher Education	Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
Liquidated Damages	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor’s failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.

Material Supplier	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A principal event specified in the Contract relating to a completion date or time.
Modification	A (1) written amendment to the Contract signed by both parties, (2) Change Order, (3) Change Directive, or (4) an order for a minor change in the Work.
negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
Neutral Facilitator	A nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding or minimizing disputes, and nurturing a more-collaborative ethic characterized by trust, cooperation, and teamwork.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a claim affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.
Notice to Proceed	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
OAC	Ohio Administrative Code
Ohio Facilities Construction Commission	The authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.
ORC	Ohio Revised Code
Owner	The state of Ohio agency, Institution of Higher Education or division thereof, School District Board, or other instrumentality for whom the Project is being constructed.
Owner's Project Requirements	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These requirements include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities with jurisdiction over the Project and the insurer(s) providing the builders risk insurance, and items of Work cannot be completed until a subsequent date.
partnering	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem-solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
Payment Request	See "Contractor Payment Request."
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.

Phase	A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.
Plan Holder	A prospective Bidder that received a set of Contract Documents prior to the bid opening.
Product Data	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
Project	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
Project Manager	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
Project Manual	That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
Proposal	The offer of a Contractor to perform the Work set forth in a Proposal Request.
Proposal Request	A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
provide	Furnish and install, complete and ready for intended use.
Punch List	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Punch List Milestone	The date 30 days after the achievement of Substantial Completion of all or a portion of the Work.
Record Documents	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warrantees, certificate(s) of occupancy, approved shop drawings and other action submittals, responses to Requests for Information, Addenda, Modifications, Balancing Reports, and the final version of the approved Construction Progress Schedule.
Record Drawings	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Model	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Project Manual	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.
Request for Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
Request for Information	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.
RFI	See "Request for Information."
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.

Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
School District	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
School District Board	The board of education of a School District.
Separate Consultant	A Person engaged by the Owner or Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.
Separate Contract	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
Separate Contractor	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Stage	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction Stage, which includes Construction and Closeout activities.
Standard Requirements	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; in effect as of date of the Agreement.
State	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, or any state institution of higher education as defined in ORC Section 3345.011.
Subcontract	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.
Subcontract Form	The State of Ohio Subcontract Form prescribed by OAC Section 153:1-3-02 and required for use with the General Contracting method of project delivery.
Subcontractor	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.

Substantial Completion	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
Substantially Complete	See “Substantial Completion.”
Substitution	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Supplementary Conditions	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Commission.
Supplementary Instructions	Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
Surety	A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.
Systems Manual	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
Unit Price	The cost of providing a unit of Work including labor, materials, services, and associated expenses. Unit Prices do not include the Contractor’s Fee on account of the associated Unit Price Work.
Work	The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

END OF DOCUMENT

Document 00 72 13 - General Conditions (General Contracting Project)
State of Ohio Standard Requirements for Public Facility Construction

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ARTICLE 1 - CONTRACTOR’S RESPONSIBILITIES

1.1 Nondiscrimination

1.1.1 The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

1.1.1.1 As required under ORC Section 153.59, the Contractor agrees to both of the following:

- .1** “in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;” and
- .2** “no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.”

1.1.1.2 The Contractor shall cooperate fully with the State’s Equal Opportunity Coordinator (“EOC”), 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 the Contract.

1.1.1.3 In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

1.1.1.4 The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

1.1.2 Hiring Under State Public Improvement Contracts.

1.1.2.1 Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and

journeyman's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.1.3 Affirmative Action.

1.1.3.1 The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**.

1.1.3.2 The Contractor shall demonstrate its good-faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.

1.1.3.3 By the tenth day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

1.2 Prevailing Wages

1.2.1 The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described under this **Section 1.2**.

1.2.2 If the Project is subject to payment of prevailing wage rates, the Contractor shall:

1.2.2.1 pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau;

1.2.2.2 post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract;

1.2.2.3 ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and

1.2.2.4 not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

1.2.3 The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

1.3 Royalties and Patents

1.3.1 The Contractor shall pay all royalties and license fees and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

1.3.2 If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Contracting Authority.

1.4 Assignment of Antitrust Claims

1.4.1 By signing the Agreement, the Contractor assigns, conveys and transfers to the Contracting Authority any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to the State pursuant to the Contract.

1.5 Use of Domestic Steel

1.5.1 The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with State funds.

1.5.2 The Contractor and Subcontractors shall comply with ORC Section 153.011 regarding the use of domestically produced steel products, and furnish the certifications required by **Section 6.19.8**. Copies of ORC Section 153.011 may be obtained from the Ohio Facilities Construction Commission or downloaded at <http://codes.ohio.gov/orc/153.011v1>.

1.6 Drug Free Safety Program Participation

1.6.1 Throughout the performance of the Work, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in ORC Section 153.03 ("OBWC-approved DFSP").

1.6.2 As required under ORC Section 153.03(E):

1.6.2.1 “Each contractor shall require all subcontractors with whom the contractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a subcontractor providing labor at the project site of the public improvement.”

1.6.2.2 “Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvement.”

1.6.2.3 “Failure of a contractor to require a subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the subcontractor provides labor at the project site will result in the contractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that contractor or the subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.”

1.6.2.4 “Failure of a subcontractor to require a lower-tier subcontractor to be enrolled in and be in good standing in the Bureau of Workers’ Compensation’s Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in section 153.03 of the Revised Code prior to the time that the lower-tier subcontractor provides labor at the project site will result in the subcontractor being found in breach of the contract and that breach shall be used in the responsibility analysis of that subcontractor or the lower-tier subcontractor who was not enrolled in a program for future contracts with the State for five years after the date of the breach.”

1.6.3 Prior to authorizing a Subcontractor to commence Work on the Site, the Contractor shall obtain the Contracting Authority’s approval, and shall also submit to the A/E written confirmation of the Subcontractor’s enrollment on the **Subcontractor and Material Supplier Declaration** form.

1.6.4 In addition to OBWC-approved DFSP Basic requirements, the Contractor, each Subcontractor, and each Separate Contractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least five percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractor, Subcontractors, and Separate Contractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

1.7 Use of the State’s Web-based Project Management Software

1.7.1 If the Contracting Authority decides, in its sole discretion, to utilize the State’s web-based project management software for the Project, the Contractor shall use such software for all compatible services required under this Contract.

1.7.2 All costs for the Contractor’s use of the State’s web-based project management software for the Project shall be included in the Contract Sum. If the Contractor is unfamiliar with the proper use of such software, the Contractor shall provide its employees for training without additional compensation.

1.8 EDGE Participation and Reporting

1.8.1 The Contractor shall participate in the “Encouraging Diversity, Growth and Equity” (“EDGE”) Program by subcontracting with, and using one or more, businesses certified as an EDGE Business Enterprise (“EDGE-certified Business”) by the EOC.

1.8.1.1 If the Contractor is an EDGE-certified Business, the Contractor may include its own compensation under this Contract in the reporting.

1.8.1.2 The amount of EDGE participation cannot exceed 100 percent of the Contract Sum.

1.8.1.3 The Contractor shall include in the reporting only those expenditures to EDGE-certified Businesses that perform a commercially useful function as described in OAC Section 123:2-16-15.

1.8.2 The Contractor shall provide an EDGE Participation Report with each Contractor Payment Request.

1.8.2.1 The Contractor shall provide status reports, produced by the Contractor and each applicable EDGE-certified Business for the Contract, indicating:

- .1 the name of each EDGE-certified Business;
- .2 the federal tax identification number of each EDGE-certified Business;
- .3 the date of the EDGE-certified Business contract, Subcontract, or purchase order;
- .4 the projected and actual start and end dates of the EDGE-certified Business contract, Subcontract, or purchase order;
- .5 the original amount of the EDGE-certified Business contract, Subcontract, or purchase order with the Contractor;
- .6 the current amount of the EDGE-certified Business contract, Subcontract, or purchase order;
- .7 the amount invoiced to date;
- .8 the amount paid to date;
- .9 the status of the EDGE-certified Business contract, Subcontract, or purchase order (active, complete, or void); and
- .10 a statement describing any substantive product or performance deficiencies.

1.8.2.2 The Contractor shall provide reports for each EDGE-certified Business; however, the reports may be consolidated and submitted as one document.

1.8.3 The Contractor shall provide an EDGE Participation Final Report simultaneously with its final Contractor Payment Request.

1.8.3.1 The Contractor and each EDGE-certified Business shall provide in the report certification that the submitted document is a true and accurate accounting of the original contract amount paid to and, received by each EDGE-certified Business.

1.8.4 The Contractor shall provide the EDGE Participation Reports in detail and form acceptable to the Contracting Authority.

1.8.4.1 Failure to timely submit EDGE Participation Reports may result in withholding payment in accordance with **Section 9.8**.

1.8.5 The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the EOC or Contracting Authority.

1.9 Owner Work Rules

1.9.1 The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

1.10 Emergency

1.10.1 In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

1.10.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor may request a Modification by giving written notice under **Section 7.3.2**.

1.11 Contractor's Standard of Care

1.11.1 The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

1.12 Limit of Contractor's Responsibility

1.12.1 The Contractor is not responsible for the A/E's negligence or the A/E's failure to properly perform the A/E's contract.

1.13 Sustainability Requirements

1.13.1 This Project shall be designed and constructed in accordance with the requirements of Am. Sub. H.B. 251 of the 126th General Assembly and the resulting rules, policies, and procedures adopted by the Ohio Facilities Construction

Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC 3318-3.

1.13.2 If the Project is designed and constructed under the Leadership in Energy and Environmental Design (“LEED”) Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by the Green Building Certification Institute or other third party in accordance with the Contract Documents.

ARTICLE 2 - STATE’S RIGHTS AND RESPONSIBILITIES

2.1 Contracting Authority

2.1.1 The Contracting Authority shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Contracting Authority to perform specific responsibilities under the Contract.

2.1.2 The Contracting Authority shall furnish information and services required of it in a timely manner.

2.1.3 The Contracting Authority shall have access to the Work at all times, whenever the Project is in preparation or progress.

2.1.4 The Ohio Facilities Construction Commission requires use of its forms where indicated in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition obtained from the Commission’s website: <http://ofcc.ohio.gov>. The Commission may make modifications to its forms at any time.

2.1.4.1 The Contractor shall not modify any form provided by the Commission or Contracting Authority.

2.1.4.2 If the Project is administered using the State’s web-based project management software, the Contractor shall utilize the web-based forms and reports within the applicable business process. The State’s web-based project management software is sponsored by the Commission, and such web-based forms and reports are acceptable to the Commission in lieu of its paper forms.

2.1.5 The Contracting Authority is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor’s failure to carry out the Work in conformity with the Contract Documents.

2.2 Owner

2.2.1 The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

2.2.2 The Owner shall furnish information and services required of it in a timely manner.

2.2.3 The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

2.2.4 Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

2.2.5 The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

2.2.6 The Owner shall communicate with the Contractor through the Contracting Authority.

2.2.7 The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor’s failure to carry out the Work in conformity with the Contract Documents.

2.3 Approval of Owner, Contracting Authority, and State

2.3.1 The Owner, Contracting Authority, or State’s review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract’s intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

2.4 Neutral Facilitation

2.4.1 The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of (1) building cooperative relationships among the Project participants to achieve discrete objectives; (2) encouraging educated, productive, and

expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

2.4.1.1 For example, a Neutral Facilitator may facilitate the organizational meeting, partnering session(s), and efforts to resolve disputes throughout the Project.

2.4.2 The Contracting Authority, Owner, and Contractor are entitled to interact with the Neutral Facilitator with the full expectation that **(1)** they may act, speak, and disclose information with complete candor and **(2)** all communication, whether oral or written, made in the course of facilitated sessions is confidential.

2.4.3 At any hearing or proceeding regarding any dispute arising out of or related to the Project **(1)** the Neutral Facilitator will not be competent to testify and shall not be called as a witness and **(2)** the Neutral Facilitator's testimony and work product will not be admissible.

2.4.4 The Neutral Facilitator will not **(1)** perform any services with respect to or bear any responsibility for any legal services, design-professional services, construction, or construction management associated with the Project or **(2)** have any liability whatsoever for any claims related to any legal services, design-professional services, construction, or construction management associated with the Project, including without limitation, claims for legal or design-professional errors or omissions, delays, cost overruns, faulty construction, or increased costs.

2.4.5 The Neutral Facilitator's participation in the Project will not relieve the Contracting Authority, Owner, and Contractor of any of their respective rights or obligations under the Contract.

2.5 Contractor Performance Evaluation

2.5.1 The Contracting Authority may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Contracting Authority shall retain the evaluation(s).

2.5.1.1 The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor must send a response in writing to the Contracting Authority within 30 days of receiving the evaluation(s).

2.5.1.2 The Contracting Authority may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts.

2.5.1.3 The Contracting Authority may request information from the Contractor for use in evaluating the A/E's performance. If information is requested, the Contractor must comply in a timely and responsive manner.

2.5.1.4 If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts with the State or subcontracts on State projects for five years after the date of the breach.

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

3.1.1 The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

3.1.1.1 The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within three business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.1.1.2 The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

3.1.1.3 The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

3.1.1.4 The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Contracting Authority for enforcement of the Contract as necessary.

3.1.2 The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Contracting Authority.

3.2 Site Visits and Observation

3.2.1 The A/E shall notify, advise, and consult with the Contracting Authority and Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

3.2.1.1 The A/E shall designate a field representative, subject to the Contracting Authority's approval, to attend to the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

3.2.1.2 The A/E shall have its consultants attend to the Project at intervals required by its agreement or the Contracting Authority.

3.2.2 The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Contracting Authority any time the A/E disapproves or rejects an item of Work.

3.2.3 The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

3.3 Testing and Inspection Services

3.3.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

3.4 Approval of A/E

3.4.1 The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

3.5 Limitation of A/E's Authority

3.5.1 Under no circumstances is the A/E authorized to:

3.5.1.1 bind the Owner or Contracting Authority to any authorizations under, modifications of, or amendments to any contract other than as expressly described under **Section 3.1.1.2**;

3.5.1.2 accept any defective or non-conforming services, Work, or vendor-furnished items;

3.5.1.3 make any settlements on behalf of the Owner or Contracting Authority; or

3.5.1.4 assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within ten days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

4.1.2 The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.8**.

4.1.3 After receiving the **Subcontractor and Material Supplier Declaration** form, the A/E shall verify that it is complete and deliver it to the Contracting Authority and Owner. If the A/E finds the form incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.1.4 If the Contracting Authority rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum. The proposed replacement Subcontractor will be evaluated as described above.

4.1.5 No less than ten days before Work is to be performed by the Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority a complete copy of the executed Subcontract between the Contractor and Subcontractor.

4.2 Form of Subcontract

4.2.1 All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

4.2.2 No less than ten days before Work is to be performed by a Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority and A/E a complete copy of the executed Subcontract between the Contractor and Subcontractor. After receiving the Subcontract, the A/E shall verify that it is complete and deliver it to the Contracting Authority. If the A/E finds the Subcontract incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.3 Replacement of Subcontractors

4.3.1 The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Contracting Authority.

4.4 Contractor's Responsibility

4.4.1 The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

4.4.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

4.4.1.2 The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

4.4.1.3 The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor.

4.4.1.4 The Contractor shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

4.4.2 The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of the Work by **(1)** the participation of the Owner, Contracting Authority, and A/E in the processes described under this **Article 4** or other related provisions of the Contract Documents or **(2)** the Contracting Authority's rejection of a Subcontractor or failure to reject a Subcontractor under **Section 4.1**.

4.5 Contingent Assignment of Subcontracts

4.5.1 The Contractor hereby assigns its agreement with each Subcontractor to the Contracting Authority provided that the assignment is effective only after termination of the Contract in whole or in part by the Contracting Authority and only for those agreements that the Contracting Authority accepts by notifying the Contractor and applicable Subcontractors in writing. The Contracting Authority may re-assign accepted agreements.

4.5.1.1 If the Contracting Authority terminates the Contract in part, the Contracting Authority may **(1)** take assignment of any entire Subcontract affected by the termination or **(2)** take partial assignment of only the portion of any Subcontract associated with the terminated part of the Contract.

4.6 Prompt Payment

4.6.1 The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Section 4113.61.

4.6.2 The Contractor may reduce the amount paid to a Subcontractor pursuant to **Section 4.6.1** at a rate equal to the percentage retained from the Contractor and may withhold amounts necessary to **(1)** resolve disputed liens or claims involving the Work of the Subcontractor or **(2)** account for the failure of the Subcontractor to perform its obligations under its agreement with the Contractor.

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Partnering

5.1.1 The formation of a cohesive, mutually beneficial partnering arrangement among the Contractor, Contracting Authority, A/E, and Owner will accomplish the construction of the Project most effectively and efficiently. This arrangement draws on their collective strengths, skills, and knowledge to achieve a Project of the intended quality, within budget, and on schedule. To achieve that objective, participation in a partnering session is required for the following key stakeholders:

5.1.1.1 Contracting Authority: Project Manager

5.1.1.2 Owner: Primary representative

5.1.1.3 A/E: Principal-in-charge, project manager, field representative, major consultants

5.1.1.4 Contractor: Principal-in-charge, project manager, and superintendent

5.1.1.5 Major Subcontractors (e.g., plumbing, HVAC, electrical): Principal-in-charge, project manager or superintendent

5.1.1.6 CxA, if applicable

5.1.2 The purpose of the partnering arrangement is to build cooperative relationships between the Project's key stakeholders, avoid or minimize disputes, and nurture a more collaborative ethic characterized by trust, cooperation and teamwork. This arrangement is intended to produce a voluntary, non-binding, but formally structured agreement among the Project's key stakeholders, leading to an attitude that fosters risk sharing.

5.1.3 To create and implement the partnering arrangement, the Project's key stakeholders shall meet prior to the construction of the Project for developing a partnering agreement. The agreement should be comprehensive and focus on all issues necessary for successful completion of the Project, and shall identify common goals and objectives, develop a problem solution process, an Alternative Dispute Resolution ("ADR") strategy in accordance with **Section 8.13**, and an implementation plan for the partnering arrangement.

5.1.4 Formal contractual relations, responsibilities, and liabilities are not affected by any partnering arrangement. The cost associated with establishing this partnership, including but not limited to engaging the services of a Neutral Facilitator, shall be included in an allowance in the Contractor's bid. The Contractor shall include in its base bid the resources necessary to participate in the partnering session.

5.1.5 Partnering services may extend over the entire period of performance of the Contract and may include intervention or project realignment services to be utilized if serious disputes arise. The Project's key stakeholders should agree, during the initial partnering session, to the types of situations and circumstances in which intervention or realignment services shall be utilized.

5.2 Building and Trade Permits and Licenses

5.2.1 Plan Approval.

5.2.1.1 The A/E shall secure the required structural, plumbing, HVAC, and electrical plan approvals.

5.2.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the dates and times arranged for inspections.

- .1** The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work.

5.2.2 Trade Permits and Licenses.

5.2.2.1 The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor's particular trade.

5.2.3 Local Permits.

5.2.3.1 The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the date arranged for inspections.

5.2.4 National Pollutant Discharge Elimination System (“NPDES”) Storm Water General Permit.

5.2.4.1 The A/E shall secure the NPDES general permit by submitting a Notice of Intent (“NOI”) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Contractor shall be a “co-permittee” if required under Applicable Law.

5.2.4.2 The A/E shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

5.2.4.3 The A/E shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

6.1.1 Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority’s issuance of the Notice to Proceed and will terminate upon Contract Completion.

6.2 Responsibility of the Contractor

6.2.1 The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

6.2.2 The Contractor shall supervise the Work.

6.2.3 The Contractor must perform the Work so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the work of Separate Contractors. The Contractor must cooperate and coordinate fully with all Separate Consultants and Separate Contractors and must freely share all of the Contractor’s Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the Separate Consultants and Separate Contractors.

6.2.4 The Contractor must afford every Separate Consultant and Separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.

6.2.5 If the Contractor damages the property or work of any Separate Consultant or Separate Contractor, or by failure to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.

6.2.6 The intent of **Sections 6.2.3 through 6.2.5** is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor’s obligations under the Contract.

6.2.7 If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor’s failure to report before starting the affected part of its Work will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor’s Work except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Contractor’s inspection.

6.2.8 The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and a Separate Consultant or Separate Contractor.

6.2.9 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with **Section 6.5**, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the A/E and Contracting Authority’s acceptance.

6.2.10 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.2.11 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion.

6.2.12 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by **Section 6.5.14**.

6.2.13 The Contractor shall establish the Project's regular working hours, subject to approval by the A/E and the Owner.

6.2.14 The Contractor shall coordinate the Work with the activities and responsibilities of the A/E, Owner, and Contracting Authority to complete the Project in accordance with the Contract Documents.

6.2.15 In the event of default of the Contractor, the Contractor shall cooperate with the A/E, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.

6.2.16 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots, and sidewalks.

6.2.17 The Contractor shall keep a daily log containing a record of weather, number of workers on Site, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

6.3 Construction Procedures

6.3.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

6.3.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

6.3.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to the A/E, Owner, and Contracting Authority. The Contractor shall not proceed with that portion of the Work without further written instructions from the A/E. Any modification of the Contract shall be in accordance with **Article 7**.

6.3.2 The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the A/E of discrepancies and conflicts before proceeding with installation or excavation.

6.3.3 The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

6.3.3.1 If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

6.3.3.2 The Contractor's patching shall match and blend with the existing or adjacent surface(s).

6.3.4 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval.

6.3.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

6.3.6 The Contractor shall comply with all requirements and conditions of the NPDES general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared by the A/E pursuant to **Section 5.2.4**, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

6.3.7 The Contractor shall communicate with the Contracting Authority and Owner through the A/E.

6.4 Construction Supervision

6.4.1 Unless waived by the Contracting Authority in writing, the Contractor shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed, and the Contractor's superintendent shall not be involved with any work other than the Project.

6.4.2 The Contractor's project manager and superintendent shall each have the responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's project manager or superintendent shall be binding as if given directly to the Contractor.

6.4.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than ten days of the Notice to Proceed. For all Subcontracts in excess of \$200,000, and for all other Subcontracts on request from the Contracting Authority, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than ten days before the Subcontractor is scheduled to begin Work on the Site.

6.4.3.1 The Contracting Authority may reject the Contractor or Subcontractor's proposed project manager or proposed superintendent. If the Contracting Authority does not notify the Contractor of the rejection within 30 days after receiving the required information, it shall indicate that the Contracting Authority has no objection, but does not affect the Contracting Authority's rights under **Section 6.11.2** or any other provision relative to that project manager or superintendent.

6.4.3.2 If the Contracting Authority rejects the Contractor or Subcontractor's proposed project manager or proposed superintendent, the Contractor shall replace, or cause the Subcontractor to replace the project manager or superintendent (as appropriate) with someone acceptable to the Contracting Authority at no additional cost.

6.4.4 The Contractor and its Subcontractors shall not replace their respective project managers or superintendents without prior written approval of the Contracting Authority.

6.4.4.1 If the Contractor or a Subcontractor proposes to change its project manager or superintendent, the Contractor shall submit written justification to the Contracting Authority, along with the name and qualifications of the proposed replacement.

6.4.4.2 The procedure provided in **Section 6.4.3** shall be conducted to evaluate the Contractor or Subcontractor's (as applicable) proposed replacement project manager or superintendent.

6.5 Construction Progress Schedule

6.5.1 If the Estimated Construction Cost is less than \$500,000, the Contractor may provide a bar chart schedule with a logical sequence of events and sufficient detail to properly anticipate and monitor construction progress. If the Estimated Construction Cost for the Project is \$500,000 or more, the Contractor shall prepare and maintain a resource-loaded Construction Progress Schedule using the critical-path method of scheduling that provides the following information:

6.5.1.1 a graphic presentation of the sequence of the Work for the Project in the media and format required for the Project;

6.5.1.2 identification of each stage of the Work and any Milestone dates;

6.5.1.3 identification of activities and durations for review and approval of Shop Drawings and other action submittals, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time, coordination drawing delivery, Substantial Completion, Punch List, Punch List Correction, Project close-out requirements, occupancy requirements, and Contract Completion;

6.5.1.4 identification of disruptions and shutdowns due to other operations;

6.5.1.5 identification of the critical path of the Work;

6.5.1.6 identification of the crew size and total resource hours for each activity in the schedule; and

6.5.1.7 the Contractor's signature and date indicating approval.

6.5.2 The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to the Contracting Authority and shall submit all baseline and updated schedules to the A/E in the schedules' native electronic format.

6.5.3 The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

6.5.4 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining Work within applicable Milestones. The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project, A/E, Contracting Authority, and Owner. Each submission shall show the Contracting Authority's Project number and Project name, and provide a signature approval and date line for the Contractor.

6.5.5 The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources and crew size for each activity, provide early start, early finish, late start, late finish dates. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

6.5.6 The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals, and mock-up Work.

6.5.7 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the A/E a proposed Construction Progress Schedule approved by the Contractor. If the Project is \$4 million total construction cost or more, the Contractor may submit an intermediate Bar Chart Schedule for the first 120 days to the A/E within 30 days of the date of the Notice to Proceed; followed by the complete resource-loaded precedence or arrow diagram schedule within 90 days of the date of the Notice to Proceed.

6.5.7.1 The Contractor shall submit the initial and all updates of the Construction Progress Schedule in graphic and tabular form to the A/E. With each monthly schedule update, the Contractor shall include a list of all changes to the previously approved baseline schedule or monthly updated schedule.

6.5.7.2 After receiving the Construction Progress Schedule, the A/E shall review and submit a copy of the Construction Progress Schedule to the Contracting Authority and Owner for review and acceptance, or reject and return it to the Contractor with recommendations for revisions.

6.5.8 The Construction Progress Schedule shall be managed using early start dates and early finish dates. The Contractor must exhaust existing float before claiming additional time for a Change Order, or show that it is not possible to use float to cover the time requirements of the Change Order.

6.5.9 The Contractor's failure to timely submit and properly maintain an approved Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.5.10 For each progress meeting, the Contractor shall provide a two- to six-week look-ahead schedule, as appropriate for the Project.

6.5.11 On a weekly basis, the Contractor shall prepare and submit to the A/E a written report describing:

6.5.11.1 activities begun or finished during the preceding week;

6.5.11.2 activities in progress and expected completion;

6.5.11.3 activities to be started or finished in the upcoming two weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

6.5.11.4 other information requested by the A/E.

6.5.12 The A/E shall attach the above information to the minutes of the weekly progress meetings.

6.5.13 The Contractor shall provide monthly Progress Status Reports to the Contracting Authority, A/E, and Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Substantial Completion date.

6.5.13.1 If it is apparent to the A/E that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Substantial Completion date, the A/E shall direct the Contractor to submit within three days a recovery plan to avoid or minimize delay to the Project.

6.5.13.2 A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

.1 workforce;

.2 hours per shift;

.3 shifts per workday;

.4 workdays per week;

- .5 equipment;
- .6 activity logic.

6.5.13.3 If the A/E approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule approved in accordance with **Section 6.5.7**. If the A/E does not approve the recovery plan, the Contractor shall submit within three days an alternate recovery plan to the A/E in writing for review and approval in accordance with **Section 6.5.7**.

6.5.14 The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Contracting Authority, in accordance with **Section 6.5.7**.

6.5.14.1 The updated Construction Progress Schedule approved by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

6.5.14.2 The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules submitted by the Contractor, and accepted by the A/E, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

6.5.14.3 The Contractor's failure to timely submit an approved, updated Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

6.6 Progress Meetings

6.6.1 The A/E shall schedule a weekly progress meeting for the Contractor and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

6.6.2 The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

6.6.2.1 The A/E shall notify the Contractor and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the A/E notifies the Contractor and other Persons involved in the Project of a different day and hour at least two days in advance.

6.6.2.2 The Contractor shall have any of its Subcontractors attend the progress meeting as determined advisable by the Contractor, or as requested by the A/E.

6.6.3 The A/E shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority, Owner, and Contractor. The A/E shall not delegate the duty to prepare a written report of any progress meeting.

6.6.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the A/E, Contracting Authority, and any other affected Person in writing explaining the objection within five days.

6.6.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

6.7 Project Coordination

6.7.1 The Contractor shall prepare drawings ("Coordination Drawings") after the Contractor and appropriate Subcontractors ("Coordination Participants") **(1)** determine the sequence of the Project, **(2)** identify the areas requiring special attention ("Coordination Areas"), and **(3)** determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Coordination Drawings with Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") software acceptable to the Contracting Authority. The Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

6.7.1.1 After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the A/E, Contracting Authority, and Owner.

6.7.1.2 The A/E shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in **Section 6.7.1**. The A/E shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

6.8 Review of Contract Documents and Field Conditions

6.8.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, 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.

6.8.2 If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Information (“RFI”) to the A/E for an interpretation or clarification.

6.8.2.1 Before submitting any RFI to the A/E, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

6.8.2.2 The A/E shall respond to an RFI within three days of receiving the RFI.

6.8.2.3 Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

6.8.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued by the A/E in response to a RFI, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within seven days of receiving the A/E’s RFI response.

6.8.4 If the Contractor does not notify the A/E per **Section 6.8.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Times.

6.9 Protection of the Project

6.9.1 The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

6.9.1.1 The Contractor shall at all times cover or protect the Work.

6.9.1.2 The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of the Contractor’s failure to provide coverage or protection.

6.9.1.3 The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Contract.

6.9.1.4 After the date of Substantial Completion of the Work, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

6.9.2 The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

6.9.3 The Contractor shall not load, or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

6.9.4 The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety and proper execution of the Work.

6.9.5 Vibration, Noise, and Dust Control.

6.9.5.1 The Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

6.9.5.2 The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The Project Manager may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

6.9.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. The Contractor shall obtain the Contracting Authority’s written permission before working other than standard hours. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

6.9.5.4 The Contractor is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations that shall be given to noise and vibration control are:

- .1** Noise control in compliance with Occupational Safety and Health Administration (“OSHA”) requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- .2** Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- .3** Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges conducive to study and work or other uses for which the facility is designed.

6.10 Materials and Equipment

6.10.1 The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents.

6.10.2 The Contractor shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

6.10.2.1 The Contractor shall properly store and protect all materials and equipment it provides to the Project.

6.10.2.2 The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

6.10.3 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, or to endanger any individual at or near the Site.

6.10.4 If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

6.10.5 If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result, including, but not limited to, changes to the design by the A/E.

6.10.6 The A/E shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate to the A/E the following conditions:

6.10.6.1 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or a Subcontractor, are not available; or

6.10.6.2 the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

6.10.7 The Contractor’s incorporation of unapproved Substitutions in the Work is Defective Work.

6.11 Labor

6.11.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.

6.11.2 The Contractor shall dismiss from the Project any individual employed by the Contractor, or a Subcontractor, who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

6.11.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, Work stoppage, or other labor disturbance. Informational pickets shall not justify any Work stoppage.

6.12 Safety Precautions

6.12.1 The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

6.12.1.1 The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor’s safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner’s safety plan (if any).

6.12.2 The Contractor shall pay any fine or cost incurred because of the Contractor’s violation, or alleged violation, of Applicable Law.

6.12.3 Before starting any Work, the Contractor shall submit to the Contracting Authority a copy of the Contractor's site-specific safety plan and safety manuals.

6.12.4 The Contractor shall not introduce Hazardous Materials to the Project (other than as specified in the Contract Documents or customary construction materials or equipment) or burn any fires on the Site.

6.12.4.1 If the Contractor brings Hazardous Materials to the Project, the Contractor must take reasonable precautions to prevent the Hazardous Materials from causing bodily injury or death, property damage, or environmental damage.

6.12.4.2 The Contractor shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. The Contractor shall give similar notice in regard to the use of flammable liquids, adhesives, and cleaners.

6.12.4.3 The Contractor shall furnish an appropriate number of fire extinguishers (minimum of one), which shall be within the immediate areas where work is being done at all times. The extinguisher(s) shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

6.12.5 Work Stoppage Due to Hazardous Materials.

6.12.5.1 If the Contractor encounters material the Contractor reasonably believes to be or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority and A/E, and within one business day deliver written notice of the condition to the Contracting Authority and A/E.

6.12.5.2 The Contracting Authority will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

6.12.5.3 The Contractor shall resume Work in the affected area upon written notice from the A/E that **(1)** the suspect material was evaluated and found not to be or contain a Hazardous Material, or **(2)** the suspect material has been removed or rendered harmless.

6.12.5.4 If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

6.12.5.5 The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

6.12.6 Safety Data Sheets.

6.12.6.1 The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard.

6.12.6.2 The Contractor shall maintain a notebook containing all of its applicable SDSs. That notebook shall be kept at the Site for the duration of the Project.

6.13 Construction Facilities, Utilities, and Equipment

6.13.1 Facilities.

6.13.1.1 The Contractor shall provide and maintain clean and suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

6.13.1.2 The Contractor shall provide and maintain in a clean condition:

- .1 suitable facilities, equipment, and services for use by the A/E and Contracting Authority;
- .2 adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
- .3 adequate sanitary facilities for use by all Persons at the Site.

6.13.2 Environmental Controls.

6.13.2.1 The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

6.13.2.2 Until the permanent HVAC system is complete and available for use:

- .1** the Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2** the Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

6.13.2.3 When the permanent HVAC system is complete and available for use:

- .1** The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2** If the Project consists entirely of new construction, the Contractor shall pay the costs of energy consumed in operating the permanent HVAC system until Substantial Completion.
- .3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

6.13.2.4 From the date of Substantial Completion, the Owner shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

6.13.2.5 If the permanent HVAC system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.13.3 Water and Drainage.

6.13.3.1 The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

6.13.3.2 The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

6.13.3.3 The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

6.13.3.4 When the permanent plumbing system is complete and available for use:

- .1** The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- .2** If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewerage charges until Substantial Completion.
- .3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of water consumed and sewerage charges.

6.13.3.5 From the date of Substantial Completion, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

6.13.3.6 If the permanent plumbing system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.13.4 Electric Service.

6.13.4.1 The Contractor shall provide temporary light and power; and pay the charges for temporary electric service installation, and removal if required.

6.13.4.2 If the Project consists entirely of new construction, the Contractor shall pay the cost of energy consumed until Substantial Completion.

6.13.4.3 If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the cost of energy consumed.

6.13.4.4 From the date of Substantial Completion, the Owner shall pay the cost of energy consumed for the occupied portions of the Project.

6.13.4.5 If the permanent electrical system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.13.5 Hoisting Facilities.

6.13.5.1 The Contractor shall erect and maintain any hoisting equipment required for its Work.

6.13.5.2 If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.

6.13.5.3 If a permanent elevator is identified in the Contract Documents to be used for hoisting materials or personnel during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

6.14 Progress Cleaning

6.14.1 The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site.

6.14.2 The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

6.14.3 The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at, or near, the Site.

6.14.4 The Contractor shall remove, as appropriate for the Project or as the A/E or Owner directs, any waste materials or rubbish from areas adjacent to the Project.

6.14.4.1 The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

6.14.5 If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

6.14.5.1 The Contracting Authority may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.14.6 The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Contracting Authority.

6.14.6.1 If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location.

6.15 Use of Premises

6.15.1 The Contractor shall use corridors, stairs, and elevators as designated by the Contracting Authority. The Contractor shall exercise extreme care to not exceed the carrying capacity of elevators or damage the cab interior in any way.

6.15.2 Loitering or wandering through the interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

6.15.3 The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by Applicable Law and the directions of the A/E or Project Manager.

6.15.4 No signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

6.15.5 Site Logistics Plan.

6.15.5.1 The Contractor shall prepare a plan of the Site indicating how the Contractor intends to use the Site. The plan should illustrate, as an example, areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations.

6.15.6 Smoking and Tobacco Products.

6.15.6.1 All State buildings are smoke free. Smoking will not be permitted in any indoor area. The ban on tobacco products will be observed in all indoor and outdoor areas and parking areas on all State-owned and leased property. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or a Subcontractor.

6.16 Interruption of Existing Services

6.16.1 Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Contracting Authority.

6.16.2 Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from, the Owner, through the A/E, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

6.17 Explosives and Blasting

6.17.1 The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Contracting Authority, Owner, and other authorities with jurisdiction.

6.17.2 The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

6.17.2.1 The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Contracting Authority.

6.18 Building Commissioning

6.18.1 If the Project scope includes building commissioning, the Contractor shall participate in the Commissioning Process, as prescribed in the Contract Documents.

6.18.2 The Contractor shall permit the A/E, or a third-party Commissioning Agent (“CxA”) if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, fire protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Substantial Completion.

6.18.3 The A/E, or CxA if applicable, shall promptly notify the Contractor in writing of any deficiency identified during the Commissioning Process.

6.18.4 To facilitate the Commissioning Process, the Contractor shall submit four sets of Operation and Maintenance Manuals for dynamic and engineered systems to the A/E, and CxA if applicable, for approval. That submission shall occur within 30 days following approval of all related Contractor submittals required by the Contract Documents.

6.19 Action Submittals

6.19.1 Submittal Description. Shop Drawings, Product Data, Samples, and other submittals for the A/E’s review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the A/E, and include, but are not limited to:

6.19.1.1 construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

6.19.1.2 capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

6.19.1.3 wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

6.19.2 Form of Submittals. The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the A/E in accordance with the submittal schedule established by the A/E and Contractor.

6.19.2.1 The Contractor shall submit a minimum of one reproducible and three copies of Shop Drawings, and a minimum of four copies of any other submittal, except when using the State’s web-based project management software.

6.19.2.2 The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the A/E the materials and equipment that the Contractor proposes to provide.

6.19.2.3 Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the A/E may require enabling the A/E to review the submittal.

6.19.3 Variation from Contract Documents. If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

6.19.3.1 Variations that may affect the construction quality, cost or timeline shall be submitted by the A/E to the Contracting Authority for review, and if approved, shall be incorporated into the Work by Change Order.

6.19.3.2 The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the A/E's approval of submittals.

6.19.3.3 Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

6.19.4 Contractor's Submittal Review. The Contractor shall review and stamp "approved" all submittals before forwarding them to the A/E. If it is apparent to the A/E that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the A/E may reject the submittals.

6.19.4.1 The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of Separate Contractors, or variations from the requirements of the Contract Documents.

6.19.4.2 If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a registered architect, professional engineer, or other professional.

6.19.4.3 By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

6.19.5 A/E's Submittal Review. The A/E shall review submittals for conformity with design intent within 14 days after receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the A/E and Contractor. The A/E's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

6.19.5.1 The Contractor shall make corrections required by the A/E and resubmit the required number of corrected copies of submittals until approved, which resubmission shall be acted upon by the A/E within 14 days after receiving them, or other period mutually agreed by the A/E and Contractor.

6.19.5.2 When resubmitting corrected submittals, the Contractor shall direct the A/E's attention to revisions made by noting revisions on the resubmittal.

6.19.5.3 The Contractor shall pay all reasonable costs of the A/E, Owner, and Contracting Authority for attendant delay, interference, hindrance, or disruption of the Project due to excessive resubmittals without fault of the A/E, Owner, or Contracting Authority. Resubmittals in excess of two without fault of the A/E, Owner, or Contracting Authority may be determined excessive by the Contracting Authority.

6.19.5.4 The A/E may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. Within seven days after receiving the submittal, the A/E shall issue a written notice to the Contractor stating that the submittal is being held.

6.19.5.5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.19.5.4**, review of the previously received submittals may be delayed.

6.19.5.6 The A/E's review shall not extend to means, methods, manners, techniques, sequences, or procedures of construction, or to safety precautions or incident programs.

6.19.5.7 The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

6.19.6 Risk of Nonpayment. The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the A/E. If the Contractor starts Work before the A/E's final approval of the submittal, the Contractor does so at its own risk that payment may not be approved by the Contracting Authority or made by the Owner for the related Work.

6.19.7 Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

6.19.7.1 “This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents.”

- .1 The Contractor will be deemed to have included the above statement as required even if the associated Shop Drawing does not actually contain the statement.

6.19.7.2 This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

6.19.8 Domestic Steel Certifications. The Contractor shall include the following written certifications on the front cover or initial sheet of each structural steel fabrication Shop Drawing, signed and dated prior to fabrication:

6.19.8.1 “Steel Fabricator Certification: The steel fabricator identified below certifies that for this project all load-bearing structural steel has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the fabrication company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.19.8.2 “Contractor Certification: The contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the contractor hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the Contractor company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

- .1 The Contractor will be deemed to have included the above certification as required even if the associated Shop Drawing does not actually contain the certification.

6.20 Warranty

6.20.1 The Contractor warrants to the Contracting Authority and Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized is Defective Work. If required by the A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.20.2 If the Contractor or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and the Owner accepts that recommendation, the above warranty includes a warranty from the Contractor to the Owner that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

6.21 Additional Tests and Inspections

6.21.1 If before or after Substantial Completion the A/E or the Contracting Authority determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the A/E shall order such inspection, testing, or approval.

6.21.1.1 If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs and will not be entitled to any related adjustment of the Contract Times. Those costs may include, but are not limited to:

- .1 the cost of the special inspection, testing, or approval;
- .2 the cost of conducting the special inspection, testing, or approval on similar Work regardless of whether the similar Work is also revealed as Defective Work;
- .3 the cost of additional special inspections, testing, or approvals to evaluate remedial Work;

- .4 the cost of correcting the Defective Work; and
- .5 all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

6.21.1.2 The Contracting Authority may deduct the costs described under **Section 6.21.1.1** from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.21.1.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within seven days after the special inspection, testing, or approval.

6.21.2 If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the A/E and Contracting Authority.

6.21.3 Except as described under **Section 6.21.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

6.21.4 The Contractor shall coordinate with and give the A/E, Contracting Authority, and Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

6.21.5 Within five days after completion of an inspection, testing, or approval, the A/E shall provide an original report/certificate of the inspection, testing, or approval to the Contractor and Contracting Authority with a recommendation for or against acceptance of the results therein.

6.22 Uncovering the Work

6.22.1 If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Contracting Authority or A/E, the Contractor shall, if the Contracting Authority or A/E requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense without adjustment of the Contract Times.

6.22.2 If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the A/E or Contracting Authority for an opportunity to observe the Work prior to covering, the Contractor shall, if the A/E requests in writing, uncover that Work.

6.22.2.1 If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Times.

6.22.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within seven days after the Contracting Authority or A/E observes the uncovered Work.

6.23 Correction of the Work

6.23.1 Before Substantial Completion.

6.23.1.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority or A/E may issue a written notice to the Contractor and Contractor's Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall promptly commence and diligently pursue correction of the Defective Work and recovery of schedule deficiencies within no more than three days after the Contracting Authority issues the written notice ("72-Hour Notice").

6.23.1.2 If the Contractor fails to promptly commence and diligently pursue correction of the Defective Work and recovery of schedule deficiencies required under **Section 6.23.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor's Surety.

6.23.2 After Substantial Completion.

6.23.2.1 In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing as described under **Section 6.24.1**. The A/E,

Contracting Authority, or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

6.23.2.2 During the Correction Period. If the Contracting Authority or Owner issues a notice under **Section 6.23.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within seven days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.2.3 The Correction Period:

- .1 commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy;
- .2 relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;
- .3 does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- .4 has no relationship to the time within which the State or Owner may seek to enforce the Contract;
- .5 does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and
- .6 shall not be extended by corrective Work performed by the Contractor under this **Section 6.23.2.**

6.23.2.4 After the Correction Period. If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.23.3 Emergency Correction of Defective Work.

6.23.3.1 Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority's or Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Contracting Authority or Owner may order the Contractor to immediately correct Defective Work or the Owner may correct the Defective Work itself without any prior notice to the Contractor or Contractor's Surety.

6.23.4 Responsibility for Costs of Correction.

6.23.4.1 The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.23.** Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.24 Acceptance of Defective Work

6.24.1 Before final Contract Completion, the Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum must be equitably reduced as described under **Article 7.**

6.24.1.1 The Owner may only accept Defective Work through a deduct Change Order that makes explicit reference to this **Section 6.24.**

6.24.1.2 After final Contract Completion, the Owner may only accept Defective Work by giving written notice to the Contractor that the Owner is accepting the associated Defective Work.

6.24.2 None of the following will constitute **(1)** acceptance of Defective Work, **(2)** a release of the Contractor's obligation to perform the Work in accordance with the Contract, or **(3)** a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

- 6.24.2.1** observations or inspections by the Owner, Contracting Authority, or A/E;
- 6.24.2.2** the making of any payment;
- 6.24.2.3** Substantial Completion or the issuance of a Certificate of Substantial Completion;
- 6.24.2.4** Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;

- 6.24.2.5 Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
- 6.24.2.6 any review or approval of a submittal;
- 6.24.2.7 any inspection, test, or approval by other Persons; or
- 6.24.2.8 any correction of Defective Work by the Owner.

6.25 Project Document Maintenance and Submittal

6.25.1 During Construction.

6.25.1.1 The Contractor shall maintain in good order at a secure location on the Site:

- .1 a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and
- .2 a set of Drawings and Specifications, approved in accordance with **Section 5.2.1.1**, and the records required by **Section 6.2.17**.

6.25.1.2 Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Contracting Authority.

6.25.1.3 The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturers' installation instructions and recommendations.

6.25.1.4 If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

6.25.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.25.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and A/E.

6.25.2 Before Contract Completion.

6.25.2.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E.

6.25.2.2 The Contractor's As-Built Documents submission shall include, but is not limited to:

- .1 Certificate of Occupancy;
- .2 inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4 Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
- .5 neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6 detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7 assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
- .8 an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
- .9 final certified payroll reports; and
- .10 an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115.

6.25.2.3 By submitting the As-Built Documents to the A/E, the Contractor certifies that its As-Built Documents are complete, correct, and accurate.

6.25.3 Record Documents.

6.25.3.1 The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as “Record Documents” and reflect the date of the A/E’s incorporation of the As-Built Documents.

6.25.3.2 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

6.26 Final Cleaning

6.26.1 Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.26.3 Final cleaning shall be done to the reasonable satisfaction of the A/E and Contracting Authority.

6.27 Substantial Completion

6.27.1 Contractor’s Punch List.

6.27.1.1 When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work (“Contractor’s Punch List”). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- .1** The Contractor shall proceed to correct all items listed on the Contractor’s Punch List and certify that the incomplete items listed on the Contractor’s Punch List are to its knowledge an accurate and complete list by signing the Contractor’s Punch List.
- .2** The Contractor’s failure to include an item on the Contractor’s Punch List shall not alter the Contractor’s responsibility to complete the Work in accordance with the Contract Documents.
- .3** The Contractor shall submit the signed Contractor’s Punch List to the A/E, together with a request for the Substantial Completion inspection of the Work.

6.27.2 Substantial Completion Inspection.

6.27.2.1 Within three business days after receipt of the request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- .1** Within seven days after its acceptance of the Contractor’s request, the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The A/E shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the inspection.
- .2** If the A/E determines that the Work is Substantially Complete, within three business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work (“A/E’s Punch List”). The A/E’s Punch List shall include **(1)** the items on the Contractor’s Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the Contracting Authority and Owner.
- .3** The A/E shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance and consent of the Contractor’s Surety, and subject to the Owner’s right to withhold payment, the Owner shall release retainage as described under **Section 9.7.2**.
- .4** The A/E’s failure to include an item on the A/E’s Punch List shall not alter the Contractor’s responsibility to complete the Work in accordance with the Contract Documents.
- .5** If the A/E accepts the request and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3 Completion of Punch List Items.

6.27.3.1 Before expiration of the Punch List Milestone and before the date of Final Contract Completion, the Contractor shall complete all items on the A/E's Punch List. After completing all items on the A/E's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the A/E.

- .1** If Work on the A/E's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority and A/E, the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority and A/E's approval, an adjustment of the Punch List Milestone for the associated Punch List items to establish a time when the Contractor shall complete those items.
- .2** Within three business days after receipt of the request for the Final Inspection of the Work, the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.
- .3** If multiple inspections of items on the A/E's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E, Owner, and Contracting Authority resulting from any attendant delay. The Contracting Authority may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.28 Partial Occupancy

6.28.1 The Owner may occupy or use a portion of the Project prior to Substantial Completion of all Work if:

6.28.1.1 the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy;

6.28.1.2 the Owner with the Contractor's and A/E's assistance has provided written notice of the Partial Occupancy to the insurers providing builder's risk property insurance for the Project; and

6.28.1.3 the Contracting Authority has received notice of the Partial Occupancy from the A/E and has consented to it.

6.28.2 Before the Owner commences Partial Occupancy, the Owner, Contracting Authority, A/E, and Contractor shall proceed as described under **Section 6.27** for the area designated for Partial Occupancy.

6.28.3 The Contractor shall be relieved of the obligation to maintain the area accepted for Partial Occupancy, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work.

6.29 Demonstration and Training, Operating Appurtenances

6.29.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

6.29.2 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize and submit operating appurtenances and loose items related to operation and maintenance of the completed Project to the Owner, including, but not limited to:

6.29.2.1 keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;

6.29.2.2 operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

6.29.2.3 extra materials (e.g., attic stock).

6.30 Contract Completion

6.30.1 Partial Contract Completion.

6.30.1.1 When items of Work cannot be completed until a subsequent date, the A/E shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.

6.30.1.2 The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion

and consent of the Contractor's Surety, the Contracting Authority may release payment to the Contractor, as determined in the sole discretion of the Contracting Authority.

6.30.2 Final Contract Completion.

6.30.2.1 When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.25** through **6.29** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

6.30.2.2 The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 Changes in the Work.

7.1.1.1 The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Change Directive, or order for a minor change in the Work.

- .1** The Contractor shall proportionately increase the amount of the Bond whenever the Contract Sum is increased.
- .2** If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10** and **7.5**.

7.1.1.3 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

7.1.1.4 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Change Directive, or order for a minor change in the Work

7.1.2 Paperwork Consolidation.

7.1.2.1 Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

7.1.2.2 Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

7.1.2.3 Modifications resulting from errors or omissions shall not be combined with other modifications for which the A/E will receive a fee.

7.1.3 Modification Numbering.

7.1.3.1 The A/E shall assign a number to each Modification, which shall uniquely identify it.

7.1.3.2 The A/E shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

7.1.3.3 The number for each Change Order shall be coordinated with any associated Proposal Request or Change Directive.

7.1.4 Modification Log.

7.1.4.1 The A/E shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1** number of the Modification;
- .2** a brief description of the Modification;
- .3** cost of the Modification;
- .4** schedule impact of the Modification; and
- .5** dates sent to, and received from, the parties.

7.1.5 Reconciliation of Unit Price Items.

7.1.5.1 The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Unit Price Work.

7.1.5.2 The A/E shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Unit Price Work performed and materials furnished.

7.1.5.3 If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or Contractor, the A/E shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

- .1** If a Unit Price is adjusted as described under **Section 7.1.5.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

7.1.5.4 If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the A/E, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

7.1.6 Notice of Credits and Schedule Reductions.

7.1.6.1 Notwithstanding any other provision of the Contract to the contrary, the Contractor shall promptly notify the Contracting Authority, Owner, and A/E in writing whenever any change in the Project (including without limitation through an order for a minor change in the Work) may entitle the Owner to a credit from the Contractor or a reduction of the time for completion of the Project.

7.2 Change Order Procedure

7.2.1 A Change Order is a written instrument prepared by the A/E and executed by the Contracting Authority and Contractor, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment of the Contract Sum, if any; and

7.2.1.3 the extent of the adjustment of the Contract Times, if any.

7.2.2 Except with the Contracting Authority's written consent as explicitly provided under **Section 7.4.8**, the Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely and fully satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work including without limitation on account of **(1)** the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work; **(2)** all direct and indirect costs, including interest on those costs; and **(3)** any delays, inefficiencies, disruptions, suspensions, extended overhead, and acceleration.

7.2.3 The A/E shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

7.2.4 If the Contractor is in agreement with the Change Order under **Section 7.2.1**, the Contractor shall sign and return the Change Order to the A/E within three days after receiving it.

7.2.5 When the A/E receives the Change Order signed by the Contractor, the A/E will recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

7.2.6 When the Owner receives the Change Order, the Owner may sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner will reject and return it to the A/E.

7.2.7 When the Contracting Authority receives the Change Order, the Contracting Authority may sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority will reject and return it to the A/E.

7.2.8 When the Change Order is signed by the Contractor, A/E, Owner, and Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

7.3 Initiation of Change Orders

7.3.1 Proposal Request.

7.3.1.1 The A/E shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or the Contract Times, or both, associated with a contemplated Modification.

- .1** In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.7**.
- .2** In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.8**.
- .3** The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

7.3.1.2 The Contractor shall respond with a Proposal to the A/E and Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and A/E.

7.3.1.3 The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority. The time limits described under this **Section 7.3.1.3** apply only to Proposals submitted in response to a Proposal Request.

7.3.1.4 A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

7.3.1.5 If the Contractor does not timely submit a Proposal within the time required in **Section 7.3.1.2**, the Contractor waives its right to an adjustment to the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

7.3.2 Request for Change Order.

7.3.2.1 The Contractor may initiate a change in the Work by submitting written notice to the A/E accompanied by a Proposal meeting the requirements of **Section 7.3.1**.

7.4 Change Directives

7.4.1 A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority directing a change in the Work and may, if necessary:

- 7.4.1.1** state a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or
- 7.4.1.2** limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

7.4.2 If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.4.1**, authorizing the Contractor to proceed.

7.4.3 A Change Directive shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.

7.4.3.1 For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as the situation described under **Section 7.5.3**.

7.4.4 Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.4.5 The Contractor may sign the Change Directive to accept the proposed basis for adjustment, if any, of the Contract Sum or Contract Times, or both. Thereafter, the A/E shall prepare and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

7.4.6 Within 14 days after receiving the Change Directive, the Contractor shall respond with a Proposal meeting the requirements of **Section 7.3.1** to the A/E and Contracting Authority for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under

Section 7.4.1.2. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within seven days after completing the Work.

7.4.6.1 The Proposal for the adjustment of the Contract Sum, if any, shall include: **(1)** written documentation as described under **Section 7.7**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum associated with the change.

7.4.6.2 The Proposal for the change in the Contract Times, if any, shall include: **(1)** written documentation as described under **Section 7.8**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Times associated with the change.

7.4.7 If the Contractor does not respond to a Change Directive as required under **Section 7.4.5** or **Section 7.4.6**, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times, and the A/E shall prepare a Change Order consistent with that determination. Notwithstanding any other provision of the Contract to the contrary, that Change Order will modify the Contract Documents when it is signed by the Owner and Contracting Authority. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within ten days after the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.8 Pending final determination of the total adjustment of the Contract Times on account of a Change Directive, the period of time not in dispute for that change in the Work may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.

7.4.9 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order within seven days after receiving the Contractor's Proposal. The A/E, Contracting Authority, Owner, and Contractor shall promptly sign the Change Order as described under **Section 7.2**.

7.4.10 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive within 60 days after the Change Directive is issued, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times, and the A/E shall prepare a Change Order consistent with that determination. Notwithstanding any other provision of the Contract to the contrary, that Change Order will modify the Contract Documents when it is signed by the Owner and Contracting Authority. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within ten days after the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.5 Minor Changes in the Work

7.5.1 The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.

7.5.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

7.5.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within three business days after receiving the order, shall give the Contracting Authority and A/E written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Directive or Change Order related to it.

7.5.4 The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

7.5.4.1 starting the Work that is the subject of the order for a minor change in the Work; or

7.5.4.2 failing to give the notice described under **Section 7.5.3** within three business days after receiving the order for a minor change in the Work.

7.6 Differing Site Conditions

7.6.1 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the A/E and Contracting Authority.

7.6.1.1 The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 7.6.1** shall constitute an irrevocable waiver of any associated Claim.

7.6.1.2 The written notice of a Differing Site Condition under this **Section 7.6.1** shall be required before the notice of Claim under **Article 8**.

7.6.2 Promptly after receiving notice from the Contractor under **Section 7.6.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within ten days after completing the investigation.

7.6.2.1 If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority agrees with the A/E's determination, the A/E shall process an appropriate Change Order.

7.6.2.2 If the A/E determines that the Contractor has encountered a Differing Site Condition but the Contracting Authority disagrees with the A/E's determination, the A/E shall process an appropriate Change Directive through which the Contracting Authority may convey its disagreement with the A/E's determination.

7.6.2.3 If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim under **Article 8** within ten days after the date that the A/E issues its determination.

7.7 Change Order Cost or Credit Determination

7.7.1 General.

7.7.1.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

- .1 Proposals shall include the information required by **Section 7.7.1.4**.
- .2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.
- .3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

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

Example: Assume that (1) the Contractor is or is capable of self-performing general trades Work and (2) the change in the Work includes both electrical trade Work and general trades Work. The Contractor may not assign the general trades Work to the Contractor's electrical Subcontractor and then perform that general trades Work as a sub-subcontractor to the Contractor's electrical Subcontractor.

7.7.1.3 The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

7.7.1.4 For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which the Contractor shall document the related changes in the Contract Sum as described under **Section 7.7.2**. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form**.

7.7.1.5 **Section 7.7.2** establishes the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption of, or impact on the Work ("Pricing Criteria"). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.7.2**.

7.7.2 Pricing Criteria.

7.7.2.1 Contractor Personnel Costs. Any cost or credit arising from a change in the quantity of the Contractor's on-Site management (including supervision and administrative personnel) not subject to prevailing wage under ORC Chapter 4115 shall be calculated on an hourly basis according to the rates acceptable to the Contracting Authority.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

7.7.2.2 Labor. Any cost or credit arising from a change in the quantity of field labor directly involved in the Work shall be based upon the actual rate of pay to the worker. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the relevant classification of labor as established in the applicable prevailing

wage determination for the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.7.2.1** for the Contractor and under **Section 7.7.2.10** for Subcontractors.

7.7.2.3 Fringes. Fringe benefit credit for labor provided under **Section 7.7.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio Department of Commerce's policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.7.2.4 Allowable Payroll Expenses. Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

7.7.2.5 Equipment Rentals. Any cost or credit arising from a change in the quantity of non-owned heavy or specialized equipment shall be based on the documented rental cost, but shall not exceed 100 percent of that documented cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance, and weather delays shall not be allowed. Contractor shall submit copies of actual paid invoices to substantiate rental costs.

7.7.2.6 Owned Equipment. Any cost or credit arising from a change in the quantity of heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work shall be based on the cost listed by the current edition of the Associated Equipment Distributors' *AED Green Book* heavy equipment rental rates, but shall not exceed 100 percent of that documented cost. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

7.7.2.7 Trucking. Any cost or credit arising from a change in the quantity of trucking shall be based on a reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.

7.7.2.8 Materials. Any cost or credit arising from a change in the quantity of materials incorporated into the changed Work shall be based on the actual cost (including all discounts, rebates or related credits) of those materials. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

- .1 The cost or credit for reusable materials (e.g., concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use.

7.7.2.9 Contractor's General Conditions Costs. Any cost or credit arising from a change in the quantity of the Contractor's General Conditions Costs shall be limited to the extent to which the change is attributable to an associated change in the Contract Time for achievement of Substantial Completion resulting from the change in the Work.

- .1 In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to **(1)** the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by the Contracting Authority, **(2)** divided by the total number of days of the original Contract Time for achievement of Substantial Completion.
- .2 The Contractor shall **(1)** exclude the Bond premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and **(2)** include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.
- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall **(1)** exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and **(2)** include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

7.7.2.10 Subcontractor Overhead and Profit. Any cost or credit arising from a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs described under **Sections 7.7.2.2 through 7.7.2.8** that are associated with that changed Work.

- .1 The allowance applies to each Subcontractor tier. The Contractor is not entitled to recover overhead and profit under **Section 7.7.2.10** on account of changes in Contractor self-performed Work or Work the Contractor performs as a Subcontractor at any tier.

Example: Assume that (1) the Contractor is self-performing general trades Work and (2) the change in the Work includes both \$25,000 of electrical trade Work and \$10,000 of general trades Work. Under this **Section 7.7.2.10**, (1) the Contractor's Subcontractor would be entitled to overhead and profit mark-up but (2) the Contractor would not be entitled to any mark-up. Under **Section 7.7.2.11**, the Contractor would be entitled to Contractor's Fee mark-up on its self-performed Work and on the electrical Work. The amount of the Change Order would be calculated as follows: Subcontractor Change Order = \$25,000 + (\$25,000 x 15%) = \$28,750; Contractor Change Order = \$10,000 + \$28,750 + ((\$10,000 + \$28,750) x 10%) = \$42,625.

- .2 The allowance covers: the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.7.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off Site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.7.2.10.2**, for those portions of the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on Site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.

7.7.2.11 Contractor's Fee. Any cost or credit arising from a change in the Work shall include an allowance for the Contractor's Fee equal to (1) ten percent times (2) the sum of the costs described under **Sections 7.7.2.1 through 7.7.2.10** that are associated with that changed Work.

7.7.2.12 Miscellaneous. Any cost or credit arising from a change in Work may include the following costs with no allowance for Contractor's Fee under **Section 7.7.2.11** or Subcontractor overhead and profit under **Section 7.7.2.10**.

- .1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4**.
- .2 State sales tax shall be allowed on items as defined by **Section 12.7**.

7.7.3 Costs that shall not be reimbursed for Change Order Work include the following:

- 7.7.3.1** Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.
- 7.7.3.2** Employee profit sharing.

7.8 Time Extension

7.8.1 Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.8**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, disruption of, or impact on the Work. This **Section 7.8** also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

7.8.2 The Contractor shall substantiate all changes in the Contract Times with:

- 7.8.2.1** a written description of the nature of the interference, disruption, hindrance, or delay;
- 7.8.2.2** identification of Persons and events responsible for the interference, disruption, hindrance, or delay;
- 7.8.2.3** date or anticipated date of commencement of the interference, disruption, hindrance, or delay;

7.8.2.4 identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance, or delay, or new activities created by the interference, disruption, hindrance, or delay and the relationship with existing activities;

7.8.2.5 anticipated duration of the interference, disruption, hindrance, or delay and of any remobilization period;

7.8.2.6 specific number of days of extension requested and specific number of days for remobilization requested;

7.8.2.7 recommended action to avoid or minimize any future interference, disruption, hindrance, or delay; and

7.8.2.8 a detailed written proposal as described under **Section 7.7** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.8.3 Critical Path. Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

7.8.3.1 A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

7.9 Examination and Audit of Contractor's Records

7.9.1 The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

7.9.2 The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of six years after the date of Substantial Completion of all Work.

7.9.2.1 The Contractor shall maintain and require its Subcontractors to maintain complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

7.9.3 To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat those documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

7.9.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor or Subcontractor as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys' fees, incurred or paid by reason of that dispute.

7.9.4 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.9.5 If the Contract has been terminated in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of six years from the date of any applicable final settlement or payment, as applicable.

7.9.6 Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

8.1.2 The Contractor shall initiate every Claim by giving written notice of the Claim to the A/E and Contracting Authority within ten days after occurrence of the event giving rise to the Claim, with the following exceptions:

8.1.2.1 The ten-day time limit on initiating a Claim arising from a determination of the Contracting Authority concerning a Change Directive begins to run on the date that the Contracting Authority issues its determination under **Section 7.4.7** or **Section 7.4.10**, as applicable.

8.1.2.2 The ten-day time limit on initiating a Claim arising from the response of the A/E to an RFI begins to run on the date that the A/E issues the A/E's response to the RFI.

8.1.2.3 The ten-day time limit on initiating a Claim arising from the A/E's determination concerning a Differing Site Condition begins to run on the date that the A/E issues the A/E's determination under **Section 7.6**.

8.1.3 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

8.1.3.1 nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.7** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

8.1.3.2 identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

8.1.3.3 identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

8.1.3.4 anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period;

8.1.3.5 the Contractor's planned actions to mitigate damages by avoiding interference, disruption, hindrance, delay, or impact; and

8.1.3.6 recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a Claim as and when required under this **Section 8.1** shall constitute the Contractor's irrevocable waiver of the Claim.

8.1.5 The A/E, in consultation with the Contracting Authority, shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed ten days.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit four copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the four copies by delivery of one copy to the A/E, one copy to the Owner, and two copies to the Contracting Authority.

8.2.2 The Contractor shall substantiate all of its Claims by providing the following minimum information:

8.2.2.1 a narrative of the circumstances, which gave rise to the Claim, including without limitation the start date of the event or events and the actual or anticipated finish date;

8.2.2.2 detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;

8.2.2.3 copies of the Contractor's daily log (**Section 6.2.17**) for each day of impact;

8.2.2.4 copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; and

8.2.2.6 the notarized certification described under **Section 8.5.1.1**.

8.2.3 The Contractor's failure to comply with the requirements of this **Section 8.2** shall constitute an irrevocable waiver of any related Claim.

8.3 Substantiation of Claims for Increase of the Contract Sum

8.3.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum with:

8.3.1.1 written documentation as described under **Section 7.7** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

8.3.1.2 a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

8.3.1.3 the general substantiation documentation described under **Section 8.2**.

8.3.2 The Contractor's failure to comply with the requirements of this **Section 8.3** shall constitute an irrevocable waiver of any related Claim.

8.4 Substantiation of Claims for Extension of the Contract Times

8.4.1 The Contractor shall substantiate each Claim for an extension of the Contract Times with:

8.4.1.1 written documentation as described under **Section 7.8** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

8.4.1.2 a detailed written Proposal as described under **Section 7.7** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

8.4.1.3 a written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

8.4.1.4 the general substantiating documentation described under **Section 8.2**.

8.4.2 In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the five years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.

8.4.3 The Contractor's failure to comply with the requirements of this **Section 8.4** shall constitute an irrevocable waiver of any related Claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** or before Contract Completion, whichever is earlier, by providing the notarized certification specified in **Section 8.5.1.1**, signed and dated by the Contractor:

8.5.1.1 "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount of money, time, or both requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the State is liable; that the amount of money, time, or both requested is the entire amount of money, time, or both to which the Contractor is entitled on account of the Claim and for which the Contractor believes the State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Sections 8.2.1** and **8.5.1**, shall trigger the 120-day period for exhaustion of administrative remedies pursuant to ORC Section 153.16(B).

8.5.3 The Contractor's failure to comply with the requirements of this **Section 8.5** shall constitute an irrevocable waiver of any related Claim.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Subject to other provisions of the Contract, the Contractor will be entitled only to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Times, or both:

8.6.2.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path;

8.6.2.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.2.3 on account of the delay of any Work not on the critical path.

8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of

Work on the critical path unless (1) the delay is caused by the Owner and (2) the delay was not authorized or permitted under the Contract.

8.6.4 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner’s control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

8.6.5 Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is legally responsible, the Owner’s liability to the Contractor shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner’s resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner’s option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time. If the Project involves more than one Phase as explicitly identified in the Agreement, the Contract Sum in the below schedule refers to the total Contract Sum for each of the Phases individually as opposed to the aggregate Contract Sum for all Phases.

Contract Sum	Liquidated Damages per day for Milestones other than the Punch List Milestone	Liquidated Damages per day for the Punch List Milestone
Less than \$1,000,000	\$500	\$125
From \$1,000,000.01 to \$2,000,000	\$1,000	\$250
From \$2,000,000.01 to \$5,000,000	\$2,000	\$500
From \$5,000,000.01 to \$10,000,000	\$5,000	\$1,250
From \$10,000,000.01 to \$20,000,000	\$7,500	\$1,875
From \$20,000,000.01 to \$50,000,000	\$10,000	\$2,500
More than \$50,000,000	\$15,000	\$3,750

8.7.2 If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

8.7.3 The Liquidated Damages described in this Section 8.7 are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor’s failure to achieve the Milestones within their associated Contract Times.

8.7.4 The Liquidated Damages described in this Section 8.7 are not intended to compensate the Owner for any damages the Owner incurs on account of (1) any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or (2) any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

8.7.5 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor’s failure to achieve one or more of the Milestones within the Contract Times.

8.7.6 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Mutual Waiver of Consequential Damages

8.8.1 Except as provided under **Section 8.8.2**, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

8.8.1.1 The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.7**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

8.8.2 Notwithstanding **Section 8.8.1**, this **Section 8.8**:

8.8.2.1 does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include **Section 8.8.1**;

8.8.2.2 does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that **Section 8.8.1** would otherwise preclude;

8.8.2.3 does not preclude the Owner's recovery of Liquidated Damages under **Section 8.7**; and

8.8.2.4 does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

8.8.3 This **Section 8.8** shall survive termination of the Contract.

8.9 Review of the Claim

8.9.1 The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

8.9.1.1 a narrative of the A/E's examination of the facts giving rise to the Claim;

8.9.1.2 identification of relevant Contract Documents and language;

8.9.1.3 an analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, without limitation, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

8.9.1.4 an analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

8.9.1.5 an analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

8.9.1.6 a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

8.9.1.7 an appendix containing copies of contemporaneous documentation supporting the concluding opinion.

8.9.2 The A/E shall submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim.

8.10 Claim Decision

8.10.1 The Project Manager shall examine the Contractor's Claim and A/E's analysis.

8.10.2 The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis. The Project Manager may employ independent resources to assist in its review, or refer evaluation of the Claim to a consultant.

8.10.3 If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

8.10.4 Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

8.11 Claim Decision Review

8.11.1 The Contractor may request review of the Project Manager's decision by written notice delivered by certified mail within 14 days after the Project Manager's decision.

8.11.1.1 If the Project is administered by the Commission, jointly administered by the Commission and a public school district, or locally administered by authority granted to an agency of the state of Ohio by the Commission, the written notice shall be delivered to the Executive Director of the Commission.

8.11.1.2 If the Project is locally administered by an Institution of Higher Education under ORC Section 3345.50 or ORC Section 3345.51, the written notice shall be delivered to the Institutional Designee who will review the Project Manager's decision instead of the Commission.

8.11.2 The Commission or Institutional Designee, as applicable, shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review. The Commission or Institutional Designee may employ independent resources to assist in the meeting and review.

8.11.3 The Commission or Institutional Designee, as applicable, shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

8.11.4 The decision of the Commission or Institutional Designee is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

8.11.5 If the Contractor and Owner agree with the Commission's or the Institutional Designee's decision, the decision shall be incorporated into a Change Order.

8.11.6 Any Claim remaining unresolved after completion of the process described under this **Section 8.11** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.13**.

8.12 Delegation

8.12.1 No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

8.13 Alternative Dispute Resolution

8.13.1 At any point in the Claims and dispute-resolution processes, the Project's key stakeholders may agree to enter into non-binding ADR including progressive negotiation, Dispute Review Board, mediation, or another non-binding ADR procedure accepted by all of the Project's key stakeholders.

8.14 Audit of the Claim

8.14.1 All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

8.14.2 The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

8.14.3 The audit may begin upon ten-days' notice to the affected Contractor or affected Subcontractor.

8.14.4 The Contractor shall cooperate with the request.

8.14.5 Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

8.14.6 The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

8.14.6.1 daily time sheets and superintendent's daily reports;

8.14.6.2 union agreements, if any, and employer agreements;

8.14.6.3 insurance, welfare, fringes, and benefits records;

8.14.6.4 payroll register;

8.14.6.5 earnings records;

8.14.6.6 payroll tax returns;

- 8.14.6.7 material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;
- 8.14.6.8 material cost distribution worksheets;
- 8.14.6.9 equipment records (list of Contractor equipment, rates, etc.);
- 8.14.6.10 vendor rental agreements and Subcontractor invoices;
- 8.14.6.11 Subcontractor payment certificates;
- 8.14.6.12 canceled checks (payroll and vendors);
- 8.14.6.13 job cost report;
- 8.14.6.14 job payroll ledger;
- 8.14.6.15 general ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in those ledgers and journals;
- 8.14.6.16 cash disbursements journal;
- 8.14.6.17 financial statements for all years reflecting operations on the Project;
- 8.14.6.18 income tax returns for all years reflecting operations on the Project;
- 8.14.6.19 depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;
- 8.14.6.20 if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;
- 8.14.6.21 all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;
- 8.14.6.22 all documents related to the preparation of the Contractor's Bid(s), including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;
- 8.14.6.23 all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;
- 8.14.6.24 worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and
- 8.14.6.25 all other documents required by the Contracting Authority to reasonably review the Claim.

8.15 False Certification of the Claim

8.15.1 If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by Applicable Law.

8.16 Performance and Payment

8.16.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and Contracting Authority in writing.

8.16.2 The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

ARTICLE 9 - COMPENSATION AND PAYMENT

9.1 Allowances

9.1.1 The Contract Sum includes the Allowances (if any) identified in the Contract.

9.1.2 All Allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

9.1.3 The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are not in the stated Allowance amounts but are otherwise included in the Contract Sum.

9.1.4 Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances.

9.2 Unit Prices

9.2.1 Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Sum will include for all Unit Price Work **(1)** an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus **(2)** the Contractor's Fee on that Unit Price Work.

9.2.2 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. The Contracting Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor.

9.2.3 The Contractor's Fee on account of Unit Price Work is not in the stated Unit Price amounts but are otherwise included in the Contract Sum.

9.2.4 Before final payment, an appropriate Change Order will be issued as described under **Section 7.1.5** to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Unit Price Work actually performed.

9.3 Schedule of Values

9.3.1 Within ten days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place.

9.3.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee (overhead and profit), for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

9.3.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.3.2.1 The first items shall be a breakdown of General Conditions Costs.

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee, except when Work is performed or materials are supplied by an EDGE-certified Business, pursuant to **Section 9.3.1.1**. Contractor's Fee shall be included in the totals for labor and materials.

9.3.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

9.3.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.3.2.5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.3.2.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.3.2.7 Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.3.2.8 Line items shall be included for each Allowance, Coordination Drawings, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.3.3 The A/E may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the A/E determines that it conforms to this **Section 9.3**.

9.3.4 No payment shall be made until the A/E has approved the Contractor's Schedule of Values.

9.4 Contractor Payment Request

9.4.1 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

9.4.1.1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the A/E may request in connection with each payment to the Contractor.

9.4.1.2 The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

9.4.1.3 The Contractor shall attach certified payroll reports for the relevant period to one copy of each Contractor Payment Request, see **Document 00 73 43 - Prevailing Wage Requirements**.

9.4.1.4 The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.

9.4.1.5 The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

9.4.1.6 The Contractor shall submit one draft copy of its Contractor Payment Request ("Pencil Copy") to the A/E not less than one week prior to submitting multiple copies of its Contractor Payment Request. The A/E shall review the Pencil Copy and provide comments to the Contractor within three days after receiving it. The Contractor shall incorporate the A/E's comments into its Contractor Payment Request prior to submitting multiple copies for payment.

9.4.1.7 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.4.1.8 The Contractor shall submit an electronic copy of the Contractor Payment Request to the A/E with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Contracting Authority.

9.4.2 Payments for Unit Price Work shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.4.3 Subject to **Section 9.8**, the Owner shall pay an approved Contractor Payment Request within 30 days after the date the A/E recommends acceptance of the Contractor Payment Request.

9.4.4 Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.4** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

9.4.5 The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.9**.

9.5 Labor Payments

9.5.1 Partial payments to the Contractor for labor shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete.

9.5.2 After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

9.5.3 If the Project involves more than one Phase as explicitly identified in the Agreement, this **Section 9.5** will apply on a per-Phase basis.

9.6 Material Payments

9.6.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.6.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Contractor provides the following information with the Contractor Payment Request:

9.6.2.1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices verifying quantity and cost, written evidence of insurance covering the off-site stored materials; and

9.6.2.2 a certification of materials stored off-site, prepared by the Contractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Contractor shall directly reimburse the A/E for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.6.2.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.6.3 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.6.3.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.7 Retainage

9.7.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, in accordance with **Section 9.5.1**, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Contracting Authority, and applicable bank.

9.7.2 When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Contracting Authority, including but not limited to compliance with **Section 6.25.2**.

9.7.3 Upon consent by the Contractor's Surety, the Contracting Authority may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.7.3.1 completion of the Work;

9.7.3.2 all interference, disruption, hindrance, and delay claims;

9.7.3.3 all Liquidated Damages; and

9.7.3.4 all additional expenses incurred by the State.

9.7.4 If the Project involves more than one Phase as explicitly identified in the Agreement, this **Section 9.7** will apply on a per-Phase basis.

9.8 Payments Withheld

9.8.1 The A/E may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

9.8.2 The Contracting Authority may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of:

9.8.2.1 Defective Work not remedied;

9.8.2.2 damage caused by the Contractor;

9.8.2.3 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.8.2.4 reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;

9.8.2.5 failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115;

9.8.2.6 failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**;

9.8.2.7 failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**;

9.8.2.8 failure to timely fulfill the Contractor's obligations related to the Construction Progress Schedule;

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

9.8.2.10 that which is permitted under other provisions of the Contract Documents.

9.8.3 If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

9.9 Final Contractor Payment Request

9.9.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.9.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days after the date the A/E recommends acceptance of the final Contractor Payment Request.

9.9.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION

10.1 Payment and Performance Bonds

10.1.1 Before signing the Agreement, the Contractor shall provide the Bond required under Applicable Law and below:

10.1.1.1 If the Contractor provided **Document 00 43 13 - Bid Security Form** as its Bid Guaranty, then that form shall be the Bond.

10.1.1.2 If the Contractor provided another form of Bid Guaranty, then **Document 00 61 13 - Performance and Payment Bond Form** shall be the Bond.

10.1.1.3 Each Surety under the Bond shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

10.1.1.4 If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

10.1.1.5 Unless the Contracting Authority and the Owner are the same entity, the Bond shall name as co-obligees **(1)** the State by and through the Contracting Authority and **(2)** the Owner.

.1 If any document is used to name the required co-obligees of the Bond (e.g., a form commonly known as a "dual obligee rider"), that document will not alter the terms of the Contract in any way or the terms of the Bond in any way beyond merely naming the co-obligees notwithstanding any term of that document to the contrary.

.2 The Surety will not be obligated to more than the Penal Sum of any Bond solely on account of the existence of more than one obligee under that Bond.

10.1.1.6 The penal sum of the Bond, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

10.1.2 The Contractor shall submit with the executed Bond **(1)** a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and **(2)** a current and signed Certificate of Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

10.1.3 If the Contract Sum increases at any time such that it exceeds the penal sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one-hundred percent of the increased Contract Sum.

10.1.4 Any time the Contractor increases the penal sum of the Bond under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority an Acknowledgment of Surety from the affected Surety or Sureties to evidence the Surety's or Sureties' receipt of notice of the increased penal sum.

10.1.4.1 The Contracting Authority's receipt of the required Acknowledgement(s) of Surety is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase of the penal sum.

10.1.4.2 The Contractor's failure to submit a required Acknowledgment of Surety or a Surety's failure or refusal to provide an Acknowledgment of Surety will not relieve the Surety of its obligation for the increased penal sum.

10.1.4.3 If any Surety fails or refuses to provide a required Acknowledgement of Surety, the Contracting Authority may require the Contractor to deliver to the Contracting Authority a new Bond showing the increased penal sum and written consent of the affected Surety or Sureties confirming the increased penal sum. In that event, the Contracting Authority's receipt of replacement Bonds will be a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase of the penal sum.

10.1.4.4 Each Acknowledgment of Surety shall be **(1)** on a form provided by the Contracting Authority and **(2)** subject to the acceptance of the Contracting Authority.

10.1.5 If at any time prior to final payment, any surety providing a Bond for the Project **(1)** is adjudged bankrupt or has made a general assignment for the benefit of its creditors; **(2)** has liquidated all assets or has made a general assignment for the benefit of its creditors; **(3)** is placed in receivership; **(4)** otherwise petitions a state or federal court for protection from its creditors; or **(5)** allows its license to do business in Ohio to lapse or to be revoked, then the Contractor shall, within 21 days after any such action listed above, provide the Contracting Authority with a new Bond in the form and amount described in this **Section 10.1**. The Contracting Authority's receipt of a replacement Bond is a condition precedent to the Owner's obligation to pay the Contractor.

10.1.6 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

10.2 Contractor's General Insurance Requirements

10.2.1 Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

10.2.1.1 Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

10.2.1.2 If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and **(2)** if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

.1 Notwithstanding any other provision of the Contract to the contrary, the Contractor will not be entitled to any increase of the Contract Sum, Contract Times, or both on account of the Contracting Authority's refusal to accept a Subcontractor's nonconforming insurance coverage.

10.2.1.3 On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

10.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

10.2.2.1 Certificates of insurance for other than government-controlled workers' compensation insurance shall identify **(1)** all below-required additional insureds and **(2)** the Project name.

10.2.3 With the exception of government-controlled workers' compensation coverage:

10.2.3.1 the Contractor shall place the insurance with companies that **(1)** are satisfactory to the Contracting Authority, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;

10.2.3.2 the policies shall be endorsed to require the Contractor's insurance carrier to **(1)** provide 30-days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and **(2)** provide at least ten-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and

10.2.3.3 within 30 days after the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

10.2.4 The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve

or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

10.2.5 The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

10.2.6 The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

10.2.7 Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of the Contracting Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

10.2.8 The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

10.3 Contractor's Minimum Coverage Requirements

10.3.1 Workers Compensation. The Contractor shall maintain workers' compensation coverage meeting the requirements of Applicable Law including, without limitation, the Jones Act and the Longshore & Harbor Workers Compensation Act if Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

10.3.2 Employers' Liability Coverage. The Contractor shall maintain employers' liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

10.3.3 Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

10.3.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

10.3.3.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

10.3.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

10.3.3.4 The CGL policy shall not exclude coverage for property damage to the Work arising out of the products/completed-operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage arises.

10.3.3.5 The CGL insurance shall not exclude coverage for property damage to electronic data.

10.3.3.6 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

10.3.3.7 The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

10.3.3.8 The Contractor shall maintain the CGL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.4 Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 04 13 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

10.3.4.1 The coverage shall extend to any auto (owned, not owned, leased, rented, hired, or borrowed).

10.3.4.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the BA policy.

10.3.4.3 The BA policy shall include an MCS-90 endorsement if transporting hazardous wastes/materials.

10.3.5 Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

10.3.5.1 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 brick/block masonry;
- .2 exterior caulking/sealant;
- .3 cast-in-place or precast concrete;
- .4 curtain wall;
- .5 dampproofing/waterproofing;
- .6 electrical;
- .7 elevator;
- .8 exterior glass and/or glazing;
- .9 exterior marble, granite, and/or other stonework;
- .10 miscellaneous metals;
- .11 plaster/stucco;
- .12 plumbing;
- .13 HVAC;
- .14 roofing and/or sheet metal;
- .15 scaffolding;
- .16 spray-on fireproofing;
- .17 sprinkler and/or fire protection; or
- .18 structural steel and/or metal deck.

10.3.5.2 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 caissons and/or piles;
- .2 demolition;
- .3 excavation and/or utility work;
- .4 sheeting, shoring, and/or underpinning;
- .5 window washing equipment; or
- .6 wrecking.

10.3.6 Contractor’s Pollution Liability. If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the Contractor shall maintain a contractor’s pollution liability (“CPL”) policy with **(1)** a per-claim limit of not less than \$1,000,000 and **(2)** an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor’s performance of the Work.

10.3.6.1 The CPL policy shall have an effective date, which is on or before the date that the Contractor first started to perform any Project-related services.

10.3.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the CPL policy’s limits.

10.3.6.3 The Contractor shall maintain the CPL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.7 Professional Liability—Contractor. The Contractor shall maintain contractor’s professional liability (“PL”) insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work, and services related to coordination and scheduling of construction activities, and means and methods) without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000

Contract Sum	Each Claim	Annual Aggregate
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.7.1 The PL policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

10.3.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the PL policy’s limits.

10.3.7.3 The Contractor shall maintain the PL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.7.4 If the Contractor is authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this **Section 10.3.7** by providing a professional liability insurance policy.

10.3.7.5 If the Contractor is a joint venture:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which each joint venturer is the insured; or
- .2 each joint venturer shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual joint venturer is the insured and (2) that covers that joint venturer’s interests in the joint venture by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the joint venturer’s interest in the joint venture.

Example: Assume that the Contractor (1) is the “XY joint venture” of company “X” and company “Y”; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.5.2**, “X” must maintain PL insurance limits of \$1M/\$2M and “Y” must maintain PL insurance limits of \$1M/\$2M.

10.3.7.6 If the Contractor is a limited-liability company, which members consist of two or more separate firms:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which the limited-liability company is the insured; or
- .2 each member of the limited-liability company shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual member is the insured and (2) that covers that member’s interests in the limited-liability company by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the member’s interest in the limited-liability company.

Example: Assume that the Contractor (1) is the “XY limited-liability company,” the members of which are “X” and “Y”; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.6.2**, “X” must maintain PL insurance limits of \$1M/\$2M and “Y” must maintain PL insurance limits of \$1M/\$2M.

10.3.8 Professional Liability—Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build work) the Subcontractor shall maintain contractor’s PL insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.8.1 The PL policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

10.3.8.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor’s PL policy’s limits.

10.3.8.3 The Subcontractor shall maintain the PL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.8.4 If the Subcontractor is authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section 10.3.7.5** by providing a professional liability insurance policy.

10.3.9 Aviation Liability. If the Contractor or a Subcontractor uses manned or unmanned aircraft, including helicopters, in performance of the Work, the Contractor shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Contracting Authority and Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the Contractor or a Subcontractor.

10.3.10 Watercraft Liability. If the Contractor or a Subcontractor uses watercraft in performance of the Work, the Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Contracting Authority and Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the Contractor or Subcontractor.

10.3.11 Equipment Coverage. The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

10.3.12 Ocean Marine Insurance. If the shipment of equipment or materials for the Work will not be covered by the builder's risk insurance described under **Section 10.4**, the Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to the full replacement cost of equipment/materials shipped to final destination point. The insurance shall include the following minimum requirements:

- 10.3.12.1** all-risk basis including war risk and all forms of terrorism;
- 10.3.12.2** coverage for general average and salvage charges;
- 10.3.12.3** "on deck" coverage;
- 10.3.12.4** warehouse-to-warehouse coverage;
- 10.3.12.5** coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");
- 10.3.12.6** coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");
- 10.3.12.7** "Inchmaree" clause;
- 10.3.12.8** sue and labor;
- 10.3.12.9** "both-to-blame" coverage;
- 10.3.12.10** free of particular average;
- 10.3.12.11** inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and
- 10.3.12.12** damage by saltwater and rainwater perils and cargo sweat.

10.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall maintain a builder's risk insurance policy written on a special causes of loss form and an open-perils basis providing coverage for direct physical loss of or damage to covered property arising from insured perils that shall not exclude: theft; fire; vandalism; malicious mischief; earthquake; earth movement; tornado; lightning; explosion; breakage of glass; flood; windstorm; collapse; water damage; hot and cold testing; debris removal and/or demolition occasioned by enforcement of Applicable Law; sudden and accidental equipment breakdown; and resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

10.4.1.1 The policy shall cover the Project in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit.

10.4.1.2 The coverage shall be written on a replacement-cost basis in an amount equal to not less than the initial Contract Sum, plus the value of: **(1)** all subsequent GMP Amendments and Modifications; **(2)** materials supplied and installed by others; and **(3)** any furnishings, fixtures, materials, or equipment located at the Site. All sub-limits of coverage are subject to the prior written approval of the Contracting Authority and Owner.

10.4.1.3 The policy shall not include any deductible of more than \$25,000 per occurrence. Any deductible over that amount is subject to the prior written approval of the Contracting Authority and Owner.

10.4.1.4 The named insureds under the policy shall include the State, Contracting Authority, Owner, Contractor, Subcontractors at all tiers, and Separate Contractors.

10.4.1.5 Coverage shall include the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. Those covered costs shall include overtime wages and the extra cost of “express” or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

10.4.1.6 Coverage shall include a “soft cost endorsement” including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

10.4.1.7 Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

10.4.1.8 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing if a boiler system is part of the Work.

10.4.1.9 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

10.4.1.10 Coverage shall be primary to all other applicable insurance.

10.4.1.11 The policy shall specifically permit and allow for Partial Occupancy as defined under the Contract Documents and for partial occupancy or a similar term as used under the policy.

10.4.1.12 The Contractor shall maintain the policy in effect until Substantial Completion of all Work. The Contractor shall provide written notice to the Contracting Authority no less than 30 days before the expiration or termination of the policy.

10.4.1.13 The Contractor’s tools and equipment shall not be covered under the builder’s risk policy. It is the Contractor’s sole responsibility to maintain such coverage, the cost of which shall be included in its Overhead (a component of Contractor’s Fee) and not included as a separate item in the Contractor’s Schedule of Values.

10.4.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a builder’s risk, builder’s risk-renovations, or installation floater insurance policy. The policy shall comply with the provisions of **Section 10.4.1**.

10.4.3 No less than ten days before the Contractor starts to perform any Work on the Site, the Contractor shall provide to the Contracting Authority an insurance-company certified copy of the complete insurance policy required under **Section 10.4.1** or **10.4.2** as applicable. The Contracting Authority’s receipt of that copy of the policy is a condition precedent to the Contractor’s entitlement to payment of any portion of the Contract Sum.

10.5 Waivers of Subrogation

10.5.1 To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10.5.2 The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder’s risk insurance applicable to the Work.

10.6 Indemnification for Injury or Damage

10.6.1 To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

10.6.1.1 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;

10.6.1.2 infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or

10.6.1.3 a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

10.6.2 The Contractor’s indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**.

But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

10.6.3 The Contractor's obligations under **Section 10.6** shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the A/E, except to the extent covered by the Contractor's insurance.

10.6.4 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.6.5 The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

10.6.6 The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

10.6.7 The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

10.6.8 The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

ARTICLE 11 - SUSPENSION AND TERMINATION

11.1 Suspension of the Work

11.1.1 The Contracting Authority, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

11.1.1.1 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with **Article 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

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

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

11.1.2.1 The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

11.1.2.2 If the Contracting Authority is adjudged to have improperly or unjustifiably suspended the Work under this **Section 11.1.2**, the suspension shall be deemed to have been a suspension under **Section 11.1.1**.

11.1.3 Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within five days after receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

11.1.4 The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

11.2 Termination for Convenience

11.2.1 The Contracting Authority may at any time terminate the Contract in whole or in part for the Owner's convenience and without cause, upon ten days' written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

11.2.2.1 cease operation as specified in the notice;

11.2.2.2 place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;

11.2.2.3 terminate all subcontracts and orders to the extent they relate to the Work terminated;

11.2.2.4 proceed with Work not terminated; and

11.2.2.5 take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

11.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to (1) Contractor's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Work under this **Section 11.2**, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding **Section 11.2.3**, if the Contracting Authority terminates the Work under this **Section 11.2**, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in **Section 11.3**.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate the Contract in whole or in part if the Contractor commits a material breach of the Contract including but not limited to:

11.3.1.1 failure to prosecute the Work with the necessary force or in a timely manner;

11.3.1.2 refusal to remedy Defective Work;

11.3.1.3 failure to supply enough properly skilled workers or proper materials;

11.3.1.4 failure to properly make payment to Subcontractors or Consultants;

11.3.1.5 performance of any services outside of the United States;

11.3.1.6 permitting its Subcontractors or Consultants to perform any services outside of the United States; or

11.3.1.7 disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this **Section 11.3**, the Contracting Authority shall issue not less than five days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("Five-Day Notice").

11.3.2.1 Notwithstanding any provision of the Contract to the contrary **(1)** the issuance of a 72-Hour Notice under **Section 6.23.1** is not a condition precedent to the Contracting Authority's exercise of its rights under **Section 11.3** and **(2)** the Contracting Authority's decision to not issue a 72-Hour Notice under **Section 6.23.1** will not prejudice the Contracting Authority's rights under **Section 11.3**.

11.3.3 If the Contractor fails to satisfy the requirements set forth in the Five-Day Notice within 15 days after receipt of the Five-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

11.3.4 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within ten days after the date of Contract termination, the Contracting Authority may complete the Work by any means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

11.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.7 If the Contracting Authority terminates the Contract under this **Section 11.3**, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

11.3.8 If the Contracting Authority is adjudged to have improperly or unjustifiably terminated the Contract under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

11.4 Contractor Insolvency

11.4.1 The Contracting Authority may immediately terminate the Contract for cause if:

11.4.1.1 the Contractor commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws; or

11.4.1.2 any legal entity commences an involuntary case against the Contractor under Title 11 of the United States Code or the corresponding provisions of any successor laws and **(1)** the case is not dismissed within 60 days after its commencement; or **(2)** the court before which the case is pending issues an order for relief or similar order approving the case; or

11.4.1.3 a court of competent jurisdiction appoints, or the Contractor makes an assignment of all or substantially all of its assets to, a receiver, trustee, liquidator, or other similar custodian for the Contractor or all or substantially all of the Contractor's assets; or

11.4.1.4 any attachment, execution, or other judicial seizure is levied against all or substantially all of the Contractor's assets; or

11.4.1.5 the Contractor takes any action toward the dissolution or winding up of its business; or

11.4.1.6 the Contractor fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or it acknowledges in writing that it is unable to do so.

11.4.2 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition.

11.4.3 If the Contracting Authority intends to exercise its termination rights under this **Section 11.4**, the Contracting Authority shall notify the Contractor in writing of the Contracting Authority's termination of the Contract and the cause(s) for that termination.

11.4.4 The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Contracting Authority to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Contractor's Documents and Contract Documents

12.1.1 Ownership.

12.1.1.1 The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

- .1** The Contractor must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver, to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, A/E, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and

without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, A/E, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.2.3 Professional Photography. If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority, and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

12.2.4 Craft Awards and Other Recognition. If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

12.3.2 The parties to the Contract shall comply with Applicable Law.

12.3.3 Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement.

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

12.5.2 Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if:

12.6.1.1 delivered personally to a member of the organization for whom the notice is intended;

12.6.1.2 delivered by trackable delivery service, or sent by registered or certified mail, to the last known business address of the organization; or

12.6.1.3 sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within three business days after the date of the electronic transmission.

12.6.2 When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other three, it shall also simultaneously send a copy of that notice to the others.

12.6.3 A copy of all notices, certificates, requests, or other communications to the Contracting Authority shall be sent to the Project Manager.

12.6.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the A/E, Contracting Authority, and Owner by the most expedient means available.

12.6.5 The Contracting Authority, Owner, A/E, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

12.7 Taxes

12.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

12.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

12.8 Computing Time

12.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

12.8.2 Except as excluded under **Section 12.8.1**, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by **Section 12.8.4**.

12.8.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

12.8.4 Legal holidays are as follows:

12.8.4.1 New Year's Day – First Day in January;

12.8.4.2 Martin Luther King Jr. Day – Third Monday in January;

12.8.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

12.8.4.4 Memorial Day – Last Monday in May;

12.8.4.5 Juneteenth Day – Nineteenth Day of June;

12.8.4.6 Independence Day – Fourth day of July;

12.8.4.7 Labor Day – First Monday in September;

12.8.4.8 Columbus Day – Second Monday in October;

12.8.4.9 Veterans' Day – Eleventh Day of November;

12.8.4.10 Thanksgiving Day – Fourth Thursday of November; and

12.8.4.11 Christmas Day – Twenty-fifth day of December.

12.8.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Notice to Proceed establishes the date for commencement of the Work.

12.9.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the associated Contract Time.

12.9.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.1.4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause.

12.10 Successors and Assigns

12.10.1 The Contracting Authority and Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

12.10.2 The Contracting Authority and Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract.

12.10.3 The Contractor shall not assign or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

12.11 Extent of Contract

12.11.1 Entire Contract. Contract Documents represent the entire and integrated agreement between the Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

12.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

12.11.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 Electronic and Facsimile Signatures

12.13.1 Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon an electronic, scanned, or facsimile signature of any other party delivered in such a manner as if such signature were an original.

12.14 No Third-Party Interest

12.14.1 Except as expressly provided under **Sections 6.2.3** through **6.2.6** and **Section 12.10.2, (1)** no person or entity, other than the Contracting Authority, Owner, and Contractor, will have any right or interest under the Contract, and **(2)** the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority, Owner, and Contractor.

12.15 Ohio Retirement System

12.15.1 All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

12.15.2 If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

12.16 No Waiver

12.16.1 The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

12.17 Rights and Remedies

12.17.1 The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

12.18 Survival of Obligations

12.18.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

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END OF DOCUMENT

Document 00 73 00 - Supplementary Conditions (Two-Year College Sample)

State of Ohio Standard Requirements for Public Facility Construction

Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed by and for Washington State College of Ohio.

Contracting Authority and Owner

Washington State College of Ohio
710 Colegate Drive
Marietta, Ohio 45750
740-376-8716
<https://www.wsko.edu>

Institutional Designee

Mr. Brandon Herb
Director of Facilities

MODIFICATIONS TO GENERAL CONDITIONS

Delete Section 1.8 in its entirety.

Replace Section 9.3.1 with the following:

9.3.1 Within 10 days of receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place. All costs shall indicate labor and material cost associated with each item specified on the cost breakdown.

Delete Section 9.3.1.1 in its entirety.

Delete Section 9.4.1.6 in its entirety.

Delete Section 9.8.2.6 in its entirety.

END OF DOCUMENT

Document 00 73 43 - Wage Rate Requirements

State of Ohio Standard Requirements for Public Facility Construction

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of ORC Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with ORC Chapter 4115, the Contracting Authority may withhold payment pursuant to **Section 9.8.2.5** of the **General Conditions**. The Contractor is liable for violations committed by the Contractor or its Subcontractors to the extent provided in ORC Chapter 4115.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of **Section 1.2** for all employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and that the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address, and last four digits of the social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project with the first payroll report from the Contractor or its Subcontractor that includes apprentices.

END OF DOCUMENT

Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 80 Heat & Frost Insulators

Type of Rate: Commercial

Change #:
LCN01-2016fb

Craft:
Asbestos Worker

Effective Date:
9/8/2016

Effective Date:
9/8/2016

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	\$31.98		\$8.16	\$6.81	\$0.25	\$0.00	\$5.77	\$0.11	\$0.00	\$0.00	\$53.08	\$69.07
Apprentice	BHR	Percent										
1st year	\$14.39	\$45.00	\$5.92	\$6.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.12	\$34.32
2nd year	\$17.59	\$55.00	\$5.92	\$6.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.32	\$39.11
3rd year	\$20.79	\$65.00	\$8.16	\$6.81	\$0.25	\$0.00	\$5.77	\$0.11	\$0.00	\$0.00	\$41.89	\$52.28
4th year	\$23.99	\$75.00	\$8.16	\$6.81	\$0.25	\$0.00	\$5.77	\$0.00	\$0.00	\$0.00	\$44.98	\$56.97

(*)Special Calculation Note :

Supplemental Medical Retirement.

Ratio :

3 Journeymen to 1 Apprentice per shop

Jurisdiction (* denotes special jurisdictional note) :

Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, Washington

Special Jurisdictional Note :

Details :

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 Workers. Preparation, fabrication, alteration, applications, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, removal, reconditioning, maintenance, finishing and/or waterproofing of cold or hot thermal insulation with such materials as may be specified when these materials are to be installed for thermal purposes in voids, or on either piping, fittings, valves, boilers, ducts, flutes, tanks, vats, equipment or on any hot or cold surfaces for the purpose of thermal control. This is also to include all labor connected with the handling and distribution of thermal insulating materials on job premises.

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 667

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Boilermaker

Effective Date:
5/7/2025

Effective Date:
5/7/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Boilermaker	\$47.13		\$7.07	\$14.01	\$1.44	\$0.00	\$6.50	\$0.25	\$0.00	\$0.00	\$76.40	\$99.97
Apprentice	BHR	Percent										
1st 6 months	\$32.99	\$70.00	\$7.07	\$11.92	\$1.44	\$0.00	\$4.55	\$0.25	\$0.00	\$0.00	\$58.22	\$74.72
2nd 6 months	\$35.35	\$75.00	\$7.07	\$11.92	\$1.44	\$0.00	\$4.88	\$0.25	\$0.00	\$0.00	\$60.91	\$78.58
3rd 6 months	\$37.70	\$80.00	\$7.07	\$11.92	\$1.44	\$0.00	\$5.20	\$0.25	\$0.00	\$0.00	\$63.58	\$82.44
4th 6 months	\$40.06	\$85.00	\$7.07	\$11.92	\$1.44	\$0.00	\$5.53	\$0.25	\$0.00	\$0.00	\$66.27	\$86.30
5th 6 months	\$41.24	\$87.50	\$7.07	\$14.01	\$1.44	\$0.00	\$5.69	\$0.25	\$0.00	\$0.00	\$69.70	\$90.32
6th 6 months	\$42.42	\$90.00	\$7.07	\$14.01	\$1.44	\$0.00	\$5.85	\$0.25	\$0.00	\$0.00	\$71.04	\$92.25
7th 6 months	\$43.60	\$92.50	\$7.07	\$14.01	\$1.44	\$0.00	\$6.01	\$0.25	\$0.00	\$0.00	\$72.38	\$94.17
8th 6 months	\$44.77	\$95.00	\$7.07	\$14.01	\$1.44	\$0.00	\$6.18	\$0.25	\$0.00	\$0.00	\$73.72	\$96.11

(*)Special Calculation Note :

Other: Supplemental Retirement Account

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Belmont, Monroe, Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Athens)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer	\$34.32		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$55.87	\$73.03
Stone Mason	\$34.32		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$55.87	\$73.03
Pointer Caulker Cleaner	\$34.32		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$55.87	\$73.03
Cement Mason	\$34.32		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$55.87	\$73.03
Plasterer	\$34.32		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$55.87	\$73.03
Refractory Specialist	\$35.20		\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$56.75	\$74.35
Mason Trainee	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1-90 Days	\$17.16		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.16	\$25.74
91-365 Days	\$17.16		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.16	\$35.74
366 plus Days	\$20.59		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.59	\$40.89
Apprentice	BHR	Percent										
1st 6 months	\$20.59	\$60.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$42.14	\$52.44
2nd 6 months	\$22.31	\$65.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$43.86	\$55.01
3rd 6 months	\$24.02	\$70.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$45.57	\$57.59
4th 6 months	\$25.74	\$75.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$47.29	\$60.16
5th 6 months	\$27.46	\$80.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$49.01	\$62.73
6th 6 months	\$29.17	\$85.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$50.72	\$65.31
7th 6 months	\$30.89	\$90.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$52.44	\$67.88
8th 6 months	\$32.60	\$95.00	\$10.00	\$8.99	\$0.81	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$54.15	\$70.46

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice 2-6 Journeymen to 2 Apprentice 7-11 Journeymen to 3 Apprentices 12-16 Journeymen to 4 Apprentices Mason Trainee Ratio 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Maon Trainee 3 Apprentice permts 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Noble*, Washington

Special Jurisdictional Note :

In Noble County the following townships are included: (Brookfield, Center, Elk, Enoch, Jackson, Jefferson, Noble, Olive and Stock)

Details :

BAT registered apprentice must be employed prior to hiring mason trainee (s). A mason trainee MAY NOT work on a jobsite unless a registered apprentice is on the job.

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Marble Finisher	\$31.75		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.76	\$60.64
Terrazzo Finisher	\$32.00		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.01	\$61.01
Floor Grinder	\$32.25		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.26	\$61.39
Base Grinder	\$32.50		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.51	\$61.76
Apprentice	BHR	Percent										
1st Year	\$22.23	\$70.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$35.24	\$46.35
2nd Year	\$25.40	\$80.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.41	\$51.11
3rd Year	\$28.58	\$90.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.59	\$55.87
Apprentice Improver	\$15.88	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.88	\$23.81

(*)Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Bricklayer Tile Setter	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Marble Mason	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Terrazzo Worker	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Terrazzo Worker, Installation	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Apprentice	BHR	Percent										
1st Year	\$23.72	\$70.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$42.52	\$54.38
2nd Year	\$27.11	\$80.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$45.91	\$59.47
3rd Year	\$30.50	\$90.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$49.30	\$64.55
4th Year	\$32.20	\$95.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$51.00	\$67.09

(*)Special Calculation Note :

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

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

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

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

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Carpenter

Effective Date:
7/9/2025

Effective Date:
7/9/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Journeyman	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$59.09	\$76.94
Apprentice	BHR	Percent										
1st 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
2nd 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
3rd 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
4th 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
5th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
6th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
7th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26
8th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26

(*)Special Calculation Note :

Other: UBC National Fund

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

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs

Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright NE Zone M2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$40.63		\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$69.75	\$90.07
Certified Welder	\$41.63		\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$70.75	\$91.57
Lay Out Man on Monorail	\$44.69		\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$73.81	\$96.16
Apprentice	BHR	Percent										
1st 6 months	\$24.38	\$60.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$53.50	\$65.69
2nd 6 months	\$26.41	\$65.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$55.53	\$68.73
3rd 6 months	\$28.44	\$70.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$57.56	\$71.78
4th 6 months	\$30.47	\$75.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$59.59	\$74.83
5th 6 months	\$32.50	\$80.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$61.62	\$77.88
6th 6 months	\$34.54	\$85.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$63.66	\$80.92
7th 6 months	\$36.57	\$90.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$65.69	\$83.97
8th 6 months	\$38.60	\$95.00	\$8.93	\$11.73	\$0.72	\$0.00	\$7.55	\$0.19	\$0.00	\$0.00	\$67.72	\$87.02

(*)Special Calculation Note :

Other is Training.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Belmont, Columbiana, Harrison, Jefferson, Monroe, Washington

Special Jurisdictional Note :

Details :

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, under ground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hoists; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trial run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter, Pile Driver & Floorlayer Local 356 SC District B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
5/13/2025

Effective Date:
5/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$32.33		\$8.85	\$12.98	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$59.40	\$75.57
Pile Driver	\$35.69		\$8.85	\$12.98	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$62.76	\$80.61
Apprentice	BHR	Percent										
1st 6 Months	\$19.40	\$60.00	\$8.85	\$2.00	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$35.49	\$45.19
2nd 6 Months	\$21.01	\$65.00	\$8.85	\$2.00	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$37.10	\$47.61
3rd 6 Months	\$22.63	\$70.00	\$8.85	\$2.00	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$38.72	\$50.04
4th 6 Months	\$24.25	\$75.02	\$8.85	\$2.00	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$40.34	\$52.47
5th 6 Months	\$25.86	\$80.00	\$8.85	\$10.38	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$50.33	\$63.27
6th 6 Months	\$27.48	\$85.00	\$8.85	\$11.03	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$52.60	\$66.34
7th 6 Months	\$29.10	\$90.00	\$8.85	\$11.68	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$54.87	\$69.42
8th 6 Months	\$30.71	\$95.00	\$8.85	\$12.33	\$0.70	\$0.00	\$4.28	\$0.26	\$0.00	\$0.00	\$57.13	\$72.49

(*)Special Calculation Note :

Other is UBC National Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Hocking, Vinton, Washington

Special Jurisdictional Note :

Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade. PILEDRIIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Parkersburg-Marietta)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$33.55		\$8.70	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$52.64	\$69.42
Apprentice	BHR	Percent										
1st Year	\$23.49	\$70.02	\$8.70	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$42.58	\$54.33
2nd Year	\$26.84	\$80.00	\$8.70	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$45.93	\$59.35
3rd Year	\$30.20	\$90.02	\$8.70	\$4.68	\$0.65	\$0.00	\$5.00	\$0.06	\$0.00	\$0.00	\$49.29	\$64.39

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Monroe, Morgan, Noble, Washington

Special Jurisdictional Note :

Details :

All Cement Masons working on swing stage, slip scaffold or window jack scaffolds shall receive the following rates: \$0.50 above the regular rates for heights up to 50 feet above grade level. \$0.90 above regular rate for heights over 50 feet above grade level

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Cement Mason	\$37.29		\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$57.16	\$75.81
Apprentice	BHR	Percent										
1st Year	\$26.10	\$70.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$45.97	\$59.02
2nd Year	\$29.83	\$80.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$49.70	\$64.62
3rd Year	\$33.56	\$90.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$53.43	\$70.21

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

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

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

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

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

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

Special Notes:

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

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

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

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

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
6/4/2025

Effective Date:
6/4/2025

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

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

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$52.03		\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.1
Substation Technician	\$52.03		\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09
Cable Splicer	\$54.50		\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.5
Operator A	\$46.61		\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02		\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82		\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09		\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40		\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.22	\$60.00	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	\$33.82	\$65.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	\$36.42	\$70.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32

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

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Electrical

Effective Date:
1/7/2026

Effective Date:
1/7/2026

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

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
3/6/2024

Effective Date:
3/6/2024

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

(*)Special Calculation Note :

Ratio :

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 972 Inside

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$40.00		\$10.20	\$11.65	\$0.92	\$7.00	\$1.20	\$0.90	\$0.00	\$0.00	\$71.87	\$91.87
Cable Splicer	\$40.25		\$10.20	\$11.65	\$0.92	\$7.00	\$1.21	\$0.90	\$0.00	\$0.00	\$72.13	\$92.26
Apprentice	BHR	Percent										
1st period 0-1000 hrs	\$20.00	\$50.00	\$10.20	\$0.00	\$0.92	\$0.00	\$0.57	\$0.90	\$0.00	\$0.00	\$32.59	\$42.59
2nd period 1001- 2000 hrs	\$22.00	\$55.00	\$10.20	\$0.00	\$0.92	\$0.00	\$0.66	\$0.90	\$0.00	\$0.00	\$34.68	\$45.68
3rd period 2001- 3500 hrs	\$24.00	\$60.00	\$10.20	\$11.65	\$0.92	\$4.20	\$0.72	\$0.90	\$0.00	\$0.00	\$52.59	\$64.59
4th period 3501- 5000 hrs	\$28.00	\$70.00	\$10.20	\$11.65	\$0.92	\$4.90	\$0.84	\$0.90	\$0.00	\$0.00	\$57.41	\$71.41
5th period 5001- 6500 hrs	\$30.00	\$75.00	\$10.20	\$11.65	\$0.92	\$5.25	\$0.90	\$0.90	\$0.00	\$0.00	\$59.82	\$74.82
6th period 6501- 8000 hrs	\$34.00	\$85.00	\$10.20	\$11.65	\$0.92	\$5.95	\$1.02	\$0.90	\$0.00	\$0.00	\$64.64	\$81.64

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL HEALTH FUND

Ratio :

1-3 Journeyman to 2 Apprentices 4-6 Journeyman to 4 Apprentices 7-9 Journeyman to 6 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Monroe, Morgan, Noble, Vinton*, Washington

Special Jurisdictional Note :

In Vinton County the following townships: Brown, Knox, Madison, Vinton and Wilkesville.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 972 Inside Lt. Commercial Central

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Electrical

Effective Date:
3/29/2023

Effective Date:
3/29/2023

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrician	\$35.45		\$9.85	\$10.80	\$0.84	\$7.00	\$1.06	\$0.70	\$0.00	\$0.00	\$65.70	\$83.43
Cable Splicer	\$35.70		\$9.85	\$10.80	\$0.84	\$7.00	\$1.07	\$0.70	\$0.00	\$0.00	\$65.96	\$83.81
Apprentice	BHR	Percent										
1st--45% 0-1000	\$15.95	\$45.00	\$9.85	\$0.00	\$0.84	\$0.00	\$0.48	\$0.70	\$0.00	\$0.00	\$27.82	\$35.80
2nd--50% 1001-2000	\$17.73	\$50.00	\$9.85	\$0.00	\$0.84	\$0.00	\$0.53	\$0.70	\$0.00	\$0.00	\$29.65	\$38.51
3rd--60% 2001-3500	\$21.27	\$60.00	\$9.85	\$10.80	\$0.84	\$4.20	\$0.64	\$0.70	\$0.00	\$0.00	\$48.30	\$58.94
4th--70% 3501-5000	\$24.82	\$70.00	\$9.85	\$10.80	\$0.84	\$4.90	\$0.74	\$0.70	\$0.00	\$0.00	\$52.65	\$65.05
5th--75% 5001-6500	\$26.59	\$75.00	\$9.85	\$10.80	\$0.84	\$5.25	\$0.80	\$0.70	\$0.00	\$0.00	\$54.83	\$68.12
6th--85% 6501-8000	\$30.13	\$85.00	\$9.85	\$11.00	\$1.00	\$6.00	\$0.90	\$1.00	\$0.00	\$0.00	\$59.17	\$74.24

(*)Special Calculation Note :

OTHER IS: NEBF

Ratio :

1-3 Journeyman to 2 Apprentices 4-6 Journeyman to 4 Apprentices 7-9 Journeyman to 6 Apprentices
Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different 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) :

Athens, Meigs, Monroe, Morgan, Noble, Vinton*, Washington

Special Jurisdictional Note :

In Vinton County the following townships: Brown, Knox, Madison, Vinton and Wilkesville. Scope of Work for the Lt. Commercial Rate is as follows: Small medical clinics, stand-alone doctor and dentist offices with up to 600 amp services (not attached to a hospital), Gas Stations/Convenience stores, fast food restaurants, franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, Nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurant facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with the 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 of one replacement of existing fixtures.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 972 Voice Data Video

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Electrical

Effective Date:
5/31/2023

Effective Date:
5/31/2023

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician	\$27.00		\$9.35	\$2.40	\$0.37	\$0.00	\$0.81	\$0.70	\$0.00	\$0.00	\$40.63	\$54.13
Apprentice	BHR	Percent										
1st period	\$14.85	\$55.00	\$9.35	\$0.00	\$0.37	\$0.00	\$0.45	\$0.70	\$0.00	\$0.00	\$25.72	\$33.15
2nd period	\$17.55	\$65.00	\$9.35	\$0.00	\$0.37	\$0.00	\$0.53	\$0.70	\$0.00	\$0.00	\$28.50	\$37.28
3rd period	\$20.25	\$75.00	\$9.35	\$2.40	\$0.37	\$0.00	\$0.61	\$0.70	\$0.00	\$0.00	\$33.68	\$43.81
4th period	\$21.60	\$80.00	\$9.35	\$2.40	\$0.37	\$0.00	\$0.65	\$0.70	\$0.00	\$0.00	\$35.07	\$45.87
5th period	\$22.95	\$85.00	\$9.35	\$2.40	\$0.37	\$0.00	\$0.69	\$0.70	\$0.00	\$0.00	\$36.46	\$47.94
6th period	\$24.30	\$90.00	\$9.35	\$2.40	\$0.37	\$0.00	\$0.73	\$0.70	\$0.00	\$0.00	\$37.85	\$50.00

(*)Special Calculation Note :

OTHER IS: NATIONAL ELECTRIC BENEFITS FUND & SUPPLEMENTAL HEALTH

Ratio :

1-3 Journeymen to 2 Apprentices 4-6 Journeymen to 4 Apprentices Etc. - Ect.

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Monroe, Morgan, Noble, Vinton*, Washington

Special Jurisdictional Note :

In Vinton County the following townships: Brown, Knox, Madison, Vinton and Wilkesville.

Details :

TELEDATA WORK - DOES NOT INCLUDE: 1. The installation of computer systems in industrial applications such as assembly line, robotics, computer controller manufacturing systems shall not be a part of this Agreement. 2. The installation of conduit and/or raceways shall be installed by Inside Wireman. On site where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. 3. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. 4. All HVAC control work shall NOT be a part of this Agreement.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 48

Type of Rate: Commercial

Change #:
CN01-2004

Craft:
Elevator

Effective Date:
1/1/2007

Effective Date:
1/1/2007

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Elevator Mechanic	\$35.84		\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$49.36	\$67.28
Helper	\$25.09		\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$38.61	\$51.16
Apprentice	BHR	Percent										
0-6 months Probation	\$17.92	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.92	\$26.88
1st year	\$19.71	\$55.00	\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$33.23	\$43.09
2nd year	\$23.30	\$65.00	\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$36.82	\$48.46
3rd year	\$25.09	\$70.00	\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$38.61	\$51.15
4th year	\$28.67	\$80.00	\$7.78	\$3.96	\$0.43	\$0.00	\$1.35	\$0.00	\$0.00	\$0.00	\$42.19	\$56.53

(*)Special Calculation Note :

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

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.

Jurisdiction (* denotes special jurisdictional note) :

Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 1195 Zone A and B

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Glazier

Effective Date:
12/10/2025

Effective Date:
12/10/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Glazier	\$33.46		\$0.00	\$9.42	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$48.59	\$65.32
Apprentice	BHR	Percent										
1st 0-1000 hrs	\$20.08	\$60.00	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$30.23	\$40.27
2nd 1001-2000 hrs	\$23.42	\$70.00	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$33.57	\$45.28
3rd 2001-3000 hrs	\$25.10	\$75.02	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$35.25	\$47.80
4th 3001-4000 hrs	\$26.77	\$80.00	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$36.92	\$50.30
5th 4001-5000 hrs	\$28.44	\$85.00	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$38.59	\$52.81
6th 5001-6000 hrs	\$30.11	\$90.00	\$0.00	\$4.44	\$0.95	\$0.00	\$4.64	\$0.12	\$0.00	\$0.00	\$40.26	\$55.31

(*)Special Calculation Note :

Other is Drug Education

Ratio :

3 Journeymen to 1 Apprentice
4 Journeymen to 2 Apprentices
8 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Athens, Belmont, Gallia, Guernsey, Harrison, Jefferson, Lawrence, Meigs, Monroe, Morgan, Noble, Scioto, Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 787

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Ironworker

Effective Date:
12/18/2024

Effective Date:
12/18/2024

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Ironworker	\$34.00		\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$58.25	\$75.25
Structural, Reinforcing, Ornamental, Machine/Move Rigger, Conveyor Mechanic, Welder, Sheeter, Fence Erector	\$34.00		\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$58.25	\$75.25
Apprentice	BHR	Percent										
1st Year A	\$20.40	\$60.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$44.65	\$54.85
1st Year B	\$20.40	\$60.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$44.65	\$54.85
2nd Year A	\$22.10	\$65.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$46.35	\$57.40
2nd Year B	\$23.80	\$70.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$48.05	\$59.95
3rd Year A	\$25.50	\$75.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$49.75	\$62.50
3rd Year B	\$27.20	\$80.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$51.45	\$65.05
4th Year A	\$28.90	\$85.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$53.15	\$67.60
4th Year B	\$28.90	\$85.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$53.15	\$67.60
4th Year C	\$34.00	\$100.00	\$9.20	\$9.50	\$0.45	\$0.00	\$5.00	\$0.10	\$0.00	\$0.00	\$58.25	\$75.25

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

4 Apprentice to 1 Journeyman Ratio Ornamental Apprentice 1 Apprentice to 2 Journeymen

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Morgan, Noble, Washington

Special Jurisdictional Note :

Details :

Reinforcing Ironwork Classification including, but not limited to, all work in connection with field fabrication, handling (including loading and offloading), sorting, cutting, bending, hoisting, placing, burning, welding, and tying or securing of all materials used to reinforce concrete, all sizes and types of reinforcing steel (including composite material), wire mesh, hoops and stirrups, including mechanical splicing on reinforcing steel bar. The unloading, hoisting, placing and tying of all post-tensioning cables. Also, wrecking of cores, wedging of the tendons, stressing, cutting and repairing.

Structural Ironwork Classification, 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 nonferrous metal and composite material, precast, pre-stressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and nonferrous 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, flagpoles, 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 Ironwork Classification, but not limited to all work in connection with field fabrication, handling including loading/offloading, sorting, cutting, fastening, anchoring, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron, for stairs, hand railings, doors, 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 nonferrous metals and composite materials. Fence Erector Ironwork Classification, 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 of the fence fabric and posts, also the installation of the above.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent										
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 639

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Common Tender	\$35.17		\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$50.32	\$67.91
Apprentice	BHR	Percent										
0-1000 hrs	\$22.86	\$65.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$38.01	\$49.44
1001-2000 hrs	\$24.62	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$39.77	\$52.08
2001-3000 hrs	\$28.14	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$43.29	\$57.35
3001-4000 hrs	\$31.65	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$46.80	\$62.63
More than 4000 hrs	\$35.17	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.50	\$0.10	\$0.10	\$0.00	\$50.32	\$67.91

(*)Special Calculation Note :

Other is Drug Abuse training \$0.10 for LECET is for Labor Management

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Monroe, Morgan, Washington

Special Jurisdictional Note :

Details :

Common Laborer: Asphalt Plant Agfremeter Operator; Asphalt Plant Miner Man; Brick Slinger; Car Pusher & Tunnel Laborers; Cement Handlers; Concrete Puddlers (behind mixer); Concrete Smoothers; Drum Fireman; Dump Man Batch Trucks; Landscape Planters; Proportioning Plant Operator; Rammer Man; Spreader Box Man; Building & Construction Laborers; Plumber Tender; Tool Cribman; Carpenter Tender; Flagman Work on stacks, tanks, towers, bins, silos or water coolers, build or dismantle or work where it is necessary to ware a safety belt, the following rates shall be paid: 40 to 75 feet shall receive \$0.50 above the BHR 76 to 100 feet shall receive \$0.75 above the BHR Above 100 feet shall receive \$1.00 above the BHR

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mechanic Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' – 180' - Boom & Jib 150 - 180 feet Cranes 180' – 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Operator Class A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insertor/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D - Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

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

(*)Special Calculation Note :

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

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

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

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 93 Bridge Painter

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
12/3/2025

Effective Date:
12/3/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge	\$38.18		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$58.67	\$77.76
Apprentice	BHR	Percent										
1st Period 0-750 Hours	\$22.91	\$60.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$36.40	\$47.86
2nd Period 751-1500 Hours	\$24.82	\$65.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$38.31	\$50.72
3rd Period 1501-2250 Hours	\$26.73	\$70.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$40.22	\$53.59
4th Period 2251-3000 Hours	\$28.64	\$75.02	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$42.13	\$56.45
5th Period 3001-3750 Hours	\$30.54	\$80.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$44.03	\$59.30
6th Period 3751-4500 Hours	\$32.45	\$85.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$45.94	\$62.17
7th Period 4501-5250 Hours	\$34.36	\$90.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$47.85	\$65.03
8th Period 5251-6000 Hours	\$36.27	\$95.00	\$6.80	\$5.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$49.76	\$67.89

(*)Special Calculation Note :

Other: Drug & Education

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Guernsey, Hocking, Meigs, Monroe, Morgan, Noble, Vinton, Washington

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 93 Commercial & Industrial

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
12/3/2025

Effective Date:
12/3/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$32.02		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$52.51	\$68.52
Drywall Finishers	\$32.02		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$52.51	\$68.52
Wall Covers	\$32.02		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$52.51	\$68.52
Drivit	\$32.02		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$52.51	\$68.52
Stucco	\$32.02		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$52.51	\$68.52
Industrial Rate	\$35.03		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$55.52	\$73.03
Power Generating	\$35.03		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$55.52	\$73.03
Waste Water Treatment	\$35.03		\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$55.52	\$73.03
Apprentice	BHR	Percent										
0-1000 hrs	\$19.21	\$60.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$39.70	\$49.31
1001-2000 hrs	\$22.41	\$70.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$42.90	\$54.11
2001-3000 hrs	\$24.02	\$75.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$44.51	\$56.52
3001-4000 hrs	\$25.62	\$80.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$46.11	\$58.92
4001-5000 hrs	\$27.22	\$85.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$47.71	\$61.32
5001-6000 hrs	\$28.82	\$90.00	\$6.80	\$12.29	\$1.05	\$0.00	\$0.25	\$0.10	\$0.00	\$0.00	\$49.31	\$63.72

(*)Special Calculation Note :

*Other is Drug and Education.

Apprentice Rate is based upon Commercial Rate calculation. Please adjust accordingly for Industrial.

Industrial Apprentices:

- 0-750 Hours - 60% Pay Scale
- 751-1500 Hours - 65% Pay Scale
- 1501-2250 Hours - 70% Pay Scale
- 2251-3000 Hours - 75% Pay Scale
- 3001-3750 Hours - 80% Pay Scale
- 3751-4500 Hours - 85% Pay Scale
- 4501-5250 Hours - 90% Pay Scale
- 5251-6000 Hours - 95% Pay Scale

Ratio :

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Guernsey, Hocking, Meigs, Monroe, Morgan, Noble, Vinton, Washington

Special Jurisdictional Note :**Details :**

Commercial work shall apply to all painting, coatings, drywall finishing, and wall covering performed on commercial structures, water and sewage treatment facilities, and all new and existing steel prefabricated buildings, and office facilities within the confines of a plant not used for manufacturing purposes (this does not include sites where any special agreements are in place.) It shall also apply to any and all water storage tanks.

Industrial Work but not limited to: all work done within the confines of a manufacturing plant, mining facilities, on all skeleton steel structures, storage tanks of any kind and plant work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Parkersburg-Marietta)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plasterer

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$30.97		\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$52.04	\$67.53
Apprentice	BHR	Percent										
1st six months	\$15.49	\$50.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$36.56	\$44.30
2nd six months	\$17.03	\$55.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$38.10	\$46.62
3rd six months	\$20.13	\$65.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$41.20	\$51.27
4th six months	\$23.23	\$75.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$44.30	\$55.91
5th six months	\$27.87	\$90.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$48.94	\$62.88
6th six months	\$29.42	\$95.00	\$8.85	\$6.15	\$0.70	\$0.00	\$5.30	\$0.07	\$0.00	\$0.00	\$50.49	\$65.20

(*)Special Calculation Note :

*Other: International Training.

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 2 Apprentice 7 Journeymen to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Monroe, Morgan, Noble, Washington

Special Jurisdictional Note :

Details :

The rate of pay for working on slip, swinging or suspended scaffold over (20) feet in height shall be \$.25 more per hour

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 168

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/4/2025

Effective Date:
6/4/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Plumber Pipefitter Industrial	\$40.92		\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$79.52	\$99.98
Plumber Pipefitter Commercial	\$36.83		\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$75.43	\$93.85
Apprentice	BHR	Percent										
1st 6 months	\$20.46	\$50.00	\$11.70	\$0.13	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.79	\$44.02
2nd 6 months	\$22.51	\$55.00	\$11.70	\$0.13	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.84	\$47.09
3rd 6 months	\$24.55	\$60.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$63.15	\$75.43
4th 6 months	\$26.60	\$65.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$65.20	\$78.50
5th 6 months	\$28.64	\$70.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$67.24	\$81.57
6th 6 months	\$30.69	\$75.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$69.29	\$84.64
7th 6 months	\$32.74	\$80.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$71.34	\$87.70
8th 6 months	\$34.78	\$85.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$73.38	\$90.77
9th 6 months	\$36.83	\$90.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$75.43	\$93.84
10th 6 months	\$38.87	\$95.00	\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$77.47	\$96.91

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Meigs, Monroe*, Morgan*, Washington

Special Jurisdictional Note :

Monroe County (South of SR #78) Morgan County (South of ST # 78)

Details :

Industrial/Commercial Description for Prevailing Wage The installation of plumbing and/or pipe fitting systems and component parts thereof, including fabrication, assembling, erection, installation, dismantling, repairing, reconditioning, adjusting, altering, servicing and handling, unloading, distributing, reloading, tying-on, and hoisting of all piping materials, appurtenances and equipment, by any method, including all hangers and supports of every description

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 168 Light Commercial

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber	\$25.96		\$10.30	\$5.33	\$1.50	\$0.00	\$0.63	\$0.00	\$0.00	\$0.00	\$43.72	\$56.70
Apprentice	BHR	Percent										
1st Year	\$12.98	\$50.00	\$10.30	\$0.13	\$1.50	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$25.01	\$31.50
2nd Year	\$15.58	\$60.00	\$10.30	\$0.13	\$1.50	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$27.61	\$35.39
3rd Year	\$18.17	\$70.00	\$10.30	\$0.13	\$1.50	\$0.00	\$0.10	\$0.00	\$0.00	\$0.00	\$30.20	\$39.29
4th Year	\$20.77	\$80.00	\$10.30	\$5.33	\$1.50	\$0.00	\$0.63	\$0.00	\$0.00	\$0.00	\$38.53	\$48.91

(*)Special Calculation Note :

Ratio :

Ratio of Trainees to Plumbers: 1-2 Journeymen to 1 Trainee 3-4 Journeymen to 1 Trainee 5-6 Journeymen to 3 Trainees 7-8 Journeymen to 4 Trainees 9-10 Journeymen to 5 Trainees 11+ Journeymen to 5 Trainees Maximum

Jurisdiction (* denotes special jurisdictional note) :

Meigs, Monroe*, Morgan*, Washington

Special Jurisdictional Note :

Monroe County (South of SR #78) Morgan County (South of ST #78)

Details :

Free-standing buildings which include restaurants, service stations, laundromats, or food stores or similar structures, and building additions which do not exceed 40 plumbing fixtures (excluding floor drains), 25 washing machines, 50 tons air conditioning or 750,000 BTU/hour heating. All public utilities (gas, sewer, and water) in street and laterals up to the commercial building.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 168 MES (HVACR) Commercial

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter Mechanical Equipment Service	\$36.83		\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$75.43	\$93.85
Serviceman	\$25.49		\$10.05	\$1.65	\$1.50	\$1.35	\$1.80	\$0.00	\$0.00	\$0.00	\$41.84	\$54.59
Tradesman	\$13.71		\$10.05	\$0.32	\$0.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.38	\$31.24
Apprentice	BHR	Percent										
1st 6 Months	\$20.25	\$54.98	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.30	\$42.42
2nd 6 Months	\$21.60	\$58.65	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$44.45
3rd 6 Months	\$22.95	\$62.31	\$10.05	\$3.40	\$1.50	\$2.21	\$3.26	\$0.00	\$0.00	\$0.00	\$43.37	\$54.84
4th 6 Months	\$24.30	\$65.98	\$10.05	\$3.60	\$1.50	\$2.34	\$3.46	\$0.00	\$0.00	\$0.00	\$45.25	\$57.40
5th 6 Months	\$25.65	\$69.64	\$10.05	\$3.80	\$1.50	\$2.47	\$3.65	\$0.00	\$0.00	\$0.00	\$47.12	\$59.94
6th 6 Months	\$27.00	\$73.31	\$10.05	\$4.00	\$1.50	\$2.60	\$3.84	\$0.00	\$0.00	\$0.00	\$48.99	\$62.49
7th 6 Months	\$28.35	\$76.98	\$10.05	\$4.20	\$1.50	\$2.73	\$4.03	\$0.00	\$0.00	\$0.00	\$50.86	\$65.04
8th 6 Months	\$29.70	\$80.64	\$10.05	\$4.40	\$1.50	\$2.86	\$4.22	\$0.00	\$0.00	\$0.00	\$52.73	\$67.58
9th 6 Months	\$31.05	\$84.31	\$10.05	\$4.60	\$1.50	\$2.99	\$4.42	\$0.00	\$0.00	\$0.00	\$54.61	\$70.14
10th 6 Months	\$33.75	\$91.64	\$10.05	\$5.00	\$1.50	\$3.25	\$4.80	\$0.00	\$0.00	\$0.00	\$58.35	\$75.23

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Meigs, Monroe*, Morgan*, Washington

Special Jurisdictional Note :

Monroe County (South of SR #78) Morgan County (South of ST #78)

Details :

Commercial shall be described as an entity, generally local or regional scope that makes simple or minimal processing changes to raw materials such as mixing, coating, printing, magnetic extrusion / sheeting / printing / coating / laminating, paper/foil or other sheet goods laminating, woodworking / sawmills, telecommunications and other processing of simple scope or nature. Examples of Light Manufacturing: Magnetic sheet and strip manufacturing; Plastic Extrusion; Paper/Foil or other laminating; Fabrication of structural steel or pipe; Sawmills; Medical Facilities; K-12 Schools, Private Colleges/Universities, hotels, grocery chain stores, or any other building/facilities deemed Commercial or Institutional.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 168 MES (HVACR) Installation Industrial

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter Mechanical Equipment Service	\$40.92		\$11.70	\$8.40	\$1.50	\$9.00	\$8.00	\$0.00	\$0.00	\$0.00	\$79.52	\$99.98
Tradesman	\$13.71		\$10.05	\$0.32	\$0.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.38	\$31.24
Apprentice	BHR	Percent										
1st 6 Months	\$20.25	\$49.49	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.30	\$42.43
2nd 6 Months	\$21.60	\$52.79	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$44.45
3rd 6 Months	\$22.95	\$56.09	\$10.05	\$3.40	\$1.50	\$2.21	\$3.26	\$0.00	\$0.00	\$0.00	\$43.37	\$54.85
4th 6 Months	\$24.30	\$59.38	\$10.05	\$3.60	\$1.50	\$2.34	\$3.46	\$0.00	\$0.00	\$0.00	\$45.25	\$57.40
5th 6 Months	\$25.65	\$62.68	\$10.05	\$3.80	\$1.50	\$2.47	\$3.65	\$0.00	\$0.00	\$0.00	\$47.12	\$59.94
6th 6 Months	\$27.00	\$65.98	\$10.05	\$4.00	\$1.50	\$2.60	\$3.84	\$0.00	\$0.00	\$0.00	\$48.99	\$62.49
7th 6 Months	\$28.35	\$69.28	\$10.05	\$4.20	\$1.50	\$2.73	\$4.03	\$0.00	\$0.00	\$0.00	\$50.86	\$65.03
8th 6 Months	\$29.70	\$72.58	\$10.05	\$4.40	\$1.50	\$2.86	\$4.22	\$0.00	\$0.00	\$0.00	\$52.73	\$67.58
9th 6 Months	\$31.05	\$75.88	\$10.05	\$4.60	\$1.50	\$2.99	\$4.42	\$0.00	\$0.00	\$0.00	\$54.61	\$70.14
10th 6 Months	\$33.75	\$82.48	\$10.05	\$5.00	\$1.50	\$3.25	\$4.80	\$0.00	\$0.00	\$0.00	\$58.35	\$75.23

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Meigs, Monroe*, Morgan*, Washington

Special Jurisdictional Note :

Monroe County (South of SR #78) Morgan County (South of ST #78)

Details :

Industrial Manufacturing shall be described as an entity, generally of multi-site, national or international scope that creates or causes complex or substantial chemical, metallurgical or physical changes to raw materials. Examples of Industrial Manufacturing: Smelting Metals; Forging Metals; Stamping Metal; Chemical Manufacture; Air Separation Plants; Power Generation

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 168 MES (HVACR) Light Commercial

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Pipefitter Mechanical Equipment Service	\$33.75		\$10.05	\$5.00	\$1.50	\$3.25	\$4.80	\$0.00	\$0.00	\$0.00	\$58.35	\$75.23
Serviceman	\$25.49		\$10.05	\$1.65	\$1.50	\$1.35	\$1.80	\$0.00	\$0.00	\$0.00	\$41.84	\$54.59
Tradesman	\$13.71		\$10.05	\$0.32	\$0.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.38	\$31.24
Apprentice	BHR	Percent										
1st 6 Months	\$20.25	\$60.00	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.30	\$42.43
2nd 6 Months	\$21.60	\$64.00	\$10.05	\$0.50	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.65	\$44.45
3rd 6 Months	\$22.95	\$68.00	\$10.05	\$3.40	\$1.50	\$2.21	\$3.26	\$0.00	\$0.00	\$0.00	\$43.37	\$54.85
4th 6 Months	\$24.30	\$72.00	\$10.05	\$3.60	\$1.50	\$2.34	\$3.46	\$0.00	\$0.00	\$0.00	\$45.25	\$57.40
5th 6 Months	\$25.65	\$76.00	\$10.05	\$3.80	\$1.50	\$2.47	\$3.65	\$0.00	\$0.00	\$0.00	\$47.12	\$59.95
6th 6 Months	\$27.00	\$80.00	\$10.05	\$4.00	\$1.50	\$2.60	\$3.84	\$0.00	\$0.00	\$0.00	\$48.99	\$62.49
7th 6 Months	\$28.35	\$84.00	\$10.05	\$4.20	\$1.50	\$2.73	\$4.03	\$0.00	\$0.00	\$0.00	\$50.86	\$65.04
8th 6 Months	\$29.70	\$88.00	\$10.05	\$4.40	\$1.50	\$2.86	\$4.22	\$0.00	\$0.00	\$0.00	\$52.73	\$67.58
9th 6 Months	\$31.05	\$92.00	\$10.05	\$4.60	\$1.50	\$2.99	\$4.42	\$0.00	\$0.00	\$0.00	\$54.61	\$70.14
10th 6 Months	\$33.75	\$100.00	\$10.05	\$5.00	\$1.50	\$3.25	\$4.80	\$0.00	\$0.00	\$0.00	\$58.35	\$75.23

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Meigs, Monroe*, Morgan*, Washington

Special Jurisdictional Note :

Monroe County (South of SR #78) Morgan County (South of ST #78)

Details :

Light Commercial shall be described as gas stations, convenience stores, restaurants, laundry mats, dry cleaning facilities, independent grocery stores, independent clothing stores, independent hardware stores, pharmacies, churches, motels, jewelry stores, coffee shops, bars, and like facilities.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 242

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Roofer

Effective Date:
12/31/2025

Effective Date:
12/31/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Roofer	\$31.75		\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$48.95	\$64.83
Roofer Helper	\$11.00		\$9.26	\$1.25	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$21.97	\$27.47
Apprentice	BHR	Percent										
1st 1000 hours	\$19.05	\$60.00	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$36.25	\$45.78
2nd 1000 hours	\$20.64	\$65.00	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$37.84	\$48.16
3rd 1000 hours	\$22.23	\$70.01	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$39.43	\$50.55
4th 1000 hours	\$23.81	\$75.00	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$41.01	\$52.91
5th 1000 hours	\$25.40	\$80.00	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$42.60	\$55.30
6th 1000 hours	\$28.58	\$90.01	\$9.26	\$7.48	\$0.25	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$45.78	\$60.07

(*)Special Calculation Note :

Other: \$0.10 for Substance Abuse; \$0.09 for Research and Education; \$0.02 for Industry Fund

Helper wage is subject to current Ohio Minimum Wage. Helper wages will increase at \$0.50 per hour for each 700 hours worked. Helpers are not permitted to work kettle, mop, or roll felts. If they are assigned the work, they will be paid 50% of the Journeyman scale. Hot waterproofing when applied vertically or in enclosed areas, employees shall be paid \$.50 per hour above the wage rate.

Ratio :

Journeyman and Apprentices will be used before helpers within ratio.
1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Athens, Meigs, Morgan, Noble, Washington

Special Jurisdictional Note :

Details :

This rate also applies to Industrial work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 33 (Parkersburg-Marietta)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$34.90		\$10.84	\$15.27	\$0.75	\$0.00	\$2.75	\$1.80	\$0.00	\$0.00	\$66.31	\$83.76
Apprentice	BHR	Percent										
First year	\$20.94	\$60.00	\$11.04	\$9.16	\$0.24	\$0.00	\$0.00	\$1.18	\$0.00	\$0.00	\$42.56	\$53.03
2nd year	\$24.43	\$70.00	\$11.04	\$10.69	\$0.75	\$0.00	\$0.66	\$1.34	\$0.00	\$0.00	\$48.91	\$61.13
3rd Year	\$27.92	\$80.00	\$11.04	\$12.22	\$0.75	\$0.00	\$0.66	\$1.49	\$0.00	\$0.00	\$54.08	\$68.04
4th year	\$31.41	\$90.00	\$11.04	\$13.74	\$0.75	\$0.00	\$0.66	\$1.63	\$0.00	\$0.00	\$59.23	\$74.94

(*)Special Calculation Note :

OTHER is: Supplemental Unemployment and Under-Employment Benefits (SASMI).

Ratio :

1 Journeymen to 1 Apprentice 2 Journeymen to 1 Apprentice 2 Journeymen to 2 Apprentice 3 Journeymen to 2 Apprentice 4 Journeymen to 2 Apprentice 5 Journeymen to 3 Apprentice 6 Journeymen to 3 Apprentice 7 Journeymen to 4 Apprentice 8 Journeymen to 4 Apprentice 9 Journeymen to 5 Apprentice 10 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Washington

Special Jurisdictional Note :

Details :

Hazardous Work: Swinging scaffold work shall be paid at .35 per hour above the regular scale. Working off steel twenty-five (25) feet or higher, shall be paid .35 cents per hour above the regular scale.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Sprinkler Fitter

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$48.28		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.5
Apprentice	BHR	Percent										
CLASS 1	\$24.14	\$50.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	\$27.04	\$56.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	\$29.45	\$61.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	\$31.38	\$65.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	\$33.31	\$69.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	\$36.21	\$75.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	\$38.14	\$79.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	\$40.56	\$84.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	\$42.97	\$89.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	\$44.90	\$93.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$66.64	\$89.09

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	BHR	Percent										
First 6 months	\$28.21	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	\$29.97	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	\$31.73	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	\$33.50	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	\$35.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

**SECTION 011000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: WSCO-HVAC Upgrades
- B. Owner's Name: Washington State College of Ohio
- C. Architect's Name: Pickering Associates.
- D. Project Description: The project consists of upgrading HVAC equipment and controls to address humidity concerns in the arts and sciences building at Washington State.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent buildings and grounds during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations:
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces inside the limits of the project area may be used for storage.
- E. On Site Storage:
 - 1. On site storage and lay-down areas to be coordinated by the Contractor with the Construction Administrator.
 - 2. Relocation of stored materials or equipment required by job progress will be performed at the expense of the Contractor.
 - 3. Do not load structures with weight that will endanger the structure. If such loading is required to execute the work, the Contractor shall employ a professional structural engineer to provide necessary shoring plans and evaluation of any loads.
 - 4. Contractor to assume full responsibility for protection and safekeeping of materials and equipment stored on site.
- F. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.
- G. Work Restrictions
 - 1. Smoking is not permitted within the building or on the site.
 - 2. Use of tobacco and other controlled substances is not permitted on the site.

3. Firearms are prohibited on the site.

1.05 PERMITS AND FEES

- A. All other permits and fees will be obtained and paid for by the appropriate Contractor.

1.06 SCHEDULE OF WORK

- A. The Contractor shall include all overtime and weekend work required to meet the construction schedule in their base bid.

1.07 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 012000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic copy of each Application for Payment.
- J. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 013000.
 - 2. Construction progress schedule, revised and current as specified in Section 013000.
 - 3. Partial release of liens.
 - 4. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question.

1.04 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, the Contracting Officer will issue instructions directly to the Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- E. Contractor may propose a change by submitting a request for change to Architect, 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.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, 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.

- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 017000 Execution and Closeout Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 012300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Disconnect, remove, replace the VFD for AHU-2(ADD):

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 012500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

- A. Substitutions: Changes from Contract Document requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - 2) Owner's, Architect's, and Contractor's names.
 - b. Substitution Request Information:
 - 1) Indication of whether the substitution is for cause or convenience.
 - 2) Issue date.

- 3) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 4) Description of Substitution.
 - 5) Reason why the specified item cannot be provided.
 - 6) Differences between proposed substitution and specified item.
 - 7) Description of how proposed substitution affects other parts of work.
- c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
- 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Warranties.
 - 6) Other salient features and requirements.
 - 7) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
- 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Substitutions will not be considered under one or more of the following circumstances:
1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 2. Without a separate written request.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI) submitted through Pickering Associates ACC Autodesk software.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples submitted through Pickering Associates ACC Autodesk software.
 - 4. Test and inspection reports submitted through Pickering Associates ACC Autodesk software.
 - 5. Applications for payment and change order requests.
 - 6. Progress schedules.
 - 7. Final Correction Punch List for Substantial Completion.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Contractor will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of RFIs log and status of responses.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 7 days after date of the Agreement, submit preliminary schedule.

3.04 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - c. Each RFI shall be uploaded to Pickering Associates ACC Autodesk software.
 - 2. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response.
 3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for verification.

- B. Submit to Architect through Pickering Associates ACC Autodesk software for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 017800 - Closeout Submittals.

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

3.08 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 3. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 4. Provide space for Contractor and Architect review stamps.
 - 5. When revised for resubmission, identify all changes made since previous submission.
 - 6. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 7. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Submit concurrently with related shop drawing submittal.
- C. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

3.09 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

- B. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- C. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.

END OF SECTION

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**SECTION 014000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.03 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
- B. Contractor's Quality Control (CQC) Plan:

1. Prior to start of work, submit a comprehensive plan describing how contract deliverables will be produced. Tailor CQC plan to specific requirements of the project. Include the following information:
 - a. Management Structure: Identify personnel responsible for quality. Include a chart showing lines of authority.
 - b. Management Approach: Define, describe, and include in the plan specific methodologies used in executing the work.
 - 1) Management and control of documents and records relating to quality.
 - 2) Communications.
 - 3) Coordination procedures.
 - 4) Resource management.
 - 5) Process control.
 - 6) Inspection and testing procedures and scheduling.
 - 7) Control of noncomplying work.
 - 8) Tracking deficiencies from identification, through acceptable corrective action, and verification.
 - 9) Control of testing and measuring equipment.
 - c. Acceptance of the plan is required prior to start of construction activities not including mobilization work. Owner's acceptance of the plan will be conditional and predicated on continuing satisfactory adherence to the plan. Owner reserves the right to require Contractor to make changes to the plan and operations, including removal of personnel, as necessary, to obtain specified quality of work results.

1.04 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- B. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- C. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

- D. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- E. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
 - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 - 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 - 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Vehicular access and parking.

1.02 TEMPORARY UTILITIES

- A. Existing facilities may be used.
- B. Owner will provide and pay for the following:
 - 1. Electrical service (connection to existing facility).
 - 2. Water service (connection to existing facility).
 - a. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide protection for plants designated to remain. Replace damaged plants.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 SECURITY

- A. Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.06 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking and transportation to site.
- F. Existing designated parking areas may be used for construction parking.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 016000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

- A. 16 CFR 260.13 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; Recycled Content; Current Edition.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 012500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- F. Comply with manufacturer's warranty conditions, if any.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

**SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

1.02 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
 - 1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
 - 1. Excessively noisy work (masonry cuts, jackhammering, etc.) shall be performed outside of school instructional hours.

1.04 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 3. Verify that abandoned services serve only abandoned facilities.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Provide openings for penetration of mechanical, electrical, and other services.
 - 3. Repair areas adjacent to cuts to required condition.
 - 4. Repair new work damaged by subsequent work.
 - 5. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 078400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.

- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.11 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect and Owner.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.
- G. Immediately prior to final Application for Payment, the Contractor shall submit the following documents:
 - 1. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
 - 2. Contractor's Affidavit of Release of Liens (AIA G706A)

3. Consent of Surety to Final Payment (AIA G707)
4. Bound and indexed Operation and Maintenance Manuals
5. Certificate of Insurance (COI) covering required/specified products and completed operations.
6. Once complete set of as-built drawings, clearly marked to show installation of work where the actual installation varies substantially from the work as originally shown.
7. Certificate of Release from the Department of Tax and Revenue stating all appropriate taxes have been paid.

3.13 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

**SECTION 017800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Specifications.
 - 2. Addenda.
 - 3. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- C. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

3.02 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Include test and balancing reports.
- J. Additional Requirements: As specified in individual product specification sections.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:

1. Project Directory.
2. Table of Contents, of all volumes, and of this volume.
3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

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**SECTION 230519
METERS AND GAUGES FOR HVAC PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flow meters.
- B. Pressure gauges and pressure gauge taps.
- C. Thermometers and thermometer wells.
- D. Static pressure gauges.
- E. Filter gauges.

1.02 RELATED REQUIREMENTS

- A. Section 230993 - Sequence of Operations for HVAC Controls.
- B. Section 232113 - Hydronic Piping.

1.03 REFERENCE STANDARDS

- A. ASME B40.100 - Pressure Gauges and Gauge Attachments; 2022.
- B. ASTM E1 - Standard Specification for ASTM Liquid-in-Glass Thermometers; 2014 (Reapproved 2025).
- C. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers; 2014 (Reapproved 2021).
- D. UL 393 - Indicating Pressure Gauges for Fire-Protection Service; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 016000 - Product Requirements, for additional provisions.

PART 2 PRODUCTS

2.01 PRESSURE GAUGES

- A. Pressure Gauges: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.

2.02 PRESSURE GAUGE TAPPINGS

- A. Gauge Cock: Tee or lever handle, brass for maximum 150 psi.
- B. Needle Valve: Brass, 1/4 inch NPT for minimum 150 psi.

2.03 STEM TYPE THERMOMETERS

- A. Thermometers - Adjustable Angle: Red- or blue-appearing non-toxic liquid in glass; ASTM E1; lens front tube, cast aluminum case with enamel finish, cast aluminum adjustable joint with positive locking device; adjustable 360 degrees in horizontal plane, 180 degrees in vertical plane.
 - 1. Size: 7 inch scale.
 - 2. Window: Clear Lexan.
 - 3. Stem: 3/4 inch NPT brass.
 - 4. Accuracy: 2 percent, per ASTM E77.
 - 5. Calibration: Degrees F.

2.04 DIAL THERMOMETERS

- A. Thermometer: ASTM E1, stainless steel case, adjustable angle with front recalibration, bimetallic helix actuated with silicone fluid damping, white with black markings and black pointer hermetically sealed lens, stainless steel stem.
 - 1. Size: 3 inch diameter dial.
 - 2. Lens: Clear Lexan.
 - 3. Accuracy: 1 percent.
 - 4. Calibration: Degrees F.

2.05 STATIC PRESSURE GAUGES

- A. 3-1/2 inch diameter dial in metal case, diaphragm actuated, black figures on white background, front recalibration adjustment, 2 percent of full scale accuracy.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Provide one pressure gauge per pump, installing taps before strainers and on suction and discharge of pump. Pipe to gauge.
- C. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inch for installation of thermometer sockets. Ensure sockets allow clearance from insulation.
- D. Install thermometers in air duct systems on flanges.
- E. Locate duct mounted thermometers minimum 10 feet downstream of mixing dampers, coils, or other devices causing air turbulence.
- F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
- G. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.

3.02 SCHEDULE

- A. Pressure Gauges, Location and Scale Range:
 - 1. Pumps, 0 to 60 psi.
 - 2. Expansion tanks, 0 to 60 psi.
 - 3. Pressure reducing valves, 0 to 60 psi.
- B. Pressure Gauge Tappings, Location:
 - 1. Control valves 3/4 inch & larger - inlets and outlets.
 - 2. Major coils - inlets and outlets.
 - 3. Boiler - inlets and outlets.
- C. Stem Type Thermometers, Location and Scale Range:
 - 1. Headers to central equipment, 0 to 220 degrees F.
 - 2. Coil banks - inlets and outlets, 0 to 200 degrees F.
 - 3. Boilers - inlets and outlets, 0 to 200 degrees F.
 - 4. After major coils, 0 to 200 degrees F.
- D. Thermometer Sockets, Location:
 - 1. Control valves 1 inch & larger - inlets and outlets.
 - 2. Reheat coils - inlets and outlets.
 - 3. Cabinet heaters - inlets and outlets.
- E. Dial Thermometers, Location and Scale Range:
 - 1. Each supply air zone, 0 to 150 degrees F.
 - 2. Outside air, 0 to 150 degrees F.
 - 3. Return air, 0 to 150 degrees F.

4. Mixed air, 0 to 150 degrees F.
- F. Static Pressure and Filter Gauges, Location and Scale Range:
1. Built up filter banks, 0 to 2 inches W.C..
 2. Supply fan discharge, 0 to 8 inches W.C..
 3. Building static, 0 to 2 inches W.C..

END OF SECTION

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**SECTION 230523
GENERAL-DUTY VALVES FOR HVAC PIPING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General requirements.
- B. Globe valves.
- C. Ball valves.
- D. Butterfly valves.
- E. Check valves.

1.02 REFERENCE STANDARDS

- A. ASME B1.20.1 - Pipe Threads, General Purpose, Inch; 2013 (Reaffirmed 2018).
- B. ASME B16.5 - Pipe Flanges and Flanged Fittings: NPS 1/2 Through NPS 24 Metric/Inch Standard; 2025.
- C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2021.
- D. ASME B31.9 - Building Services Piping; 2025.
- E. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings; 2004 (Reapproved 2023).
- F. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings; 2017 (Reapproved 2025).
- G. AWWA C606 - Grooved and Shouldered Joints; 2022.
- H. MSS SP-71 - Gray Iron Swing Check Valves, Flanged and Threaded Ends; 2018.
- I. MSS SP-72 - Ball Valves with Flanged or Butt-Welding Ends for General Service; 2010a.
- J. MSS SP-80 - Bronze Gate, Globe, Angle, and Check Valves; 2019.
- K. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010, with Errata .

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- C. Operation and Maintenance Data: Include manufacturer's descriptive literature, operating instructions, maintenance and repair data, and parts listings.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
 - 1. Minimize exposure of operable surfaces by setting plug and ball valves to open position.
 - 2. Protect valve parts exposed to piped medium against rust and corrosion.
 - 3. Protect valve piping connections such as grooves, weld ends, threads, and flange faces.
 - 4. Adjust globe, gate, and angle valves to the closed position to avoid clattering.
 - 5. Secure check valves in either the closed position or open position.
 - 6. Adjust butterfly valves to closed or partially closed position.
- B. Use the following precautions during storage:
 - 1. Maintain valve end protection and protect flanges and specialties from dirt.
 - 2. Store valves in shipping containers and maintain in place until installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Listed pipe sizes shown using nominal pipe sizes (NPS) and nominal diameter (DN).
- B. Provide the following valves for the applications if not indicated on drawings:
 - 1. Throttling (Hydronic): Ball and Globe.
 - 2. Isolation (Shutoff): Butterfly and Ball.
- C. Required Valve End Connections for Non-Wafer Types:
 - 1. Steel Pipe:
 - a. Size 2 inch and Smaller: Threaded ends.
 - 2. Copper Tube:
 - a. Size 2 inch and Smaller: Threaded ends, except solder-joint valve-ends.
- D. Heating Hot Water Valves:
 - 1. 2 NPS and Smaller, Brass and Bronze Valves:
 - a. Threaded ends.
 - b. Ball: Full port, one piece, brass trim.
 - c. Swing Check: Bronze disc, Class 125.
 - d. Globe: Bronze disc, Class 125.

2.02 GENERAL REQUIREMENTS

- A. Valve Pressure and Temperature Ratings: No less than rating indicated; as required for system pressures and temperatures.
- B. Valve Sizes: Match upstream piping unless otherwise indicated.
- C. Valve Actuator Types:
 - 1. Hand Lever: Quarter-turn valves 6 NPS and smaller ().
- D. Valves in Insulated Piping: Provide 2 inch stem extensions and the following features:
 - 1. Ball Valves: Extended operating handle of non-thermal-conductive material, and protective sleeve that allows operation of valve without breaking the vapor seal or disturbing insulation.
 - 2. Butterfly Valves: Extended neck.
 - 3. Memory Stops: Fully adjustable after insulation is installed.
- E. Valve-End Connections:
 - 1. Threaded End Valves: ASME B1.20.1.
 - 2. Pipe Flanges and Flanged Fittings 1/2 inch through 24 inch: ASME B16.5.
 - 3. Solder Joint Connections: ASME B16.18.
 - 4. Grooved End Connections: AWWA C606.
- F. General ASME Compliance:
 - 1. Building Services Piping Valves: ASME B31.9.
- G. Bronze Valves:
 - 1. Fabricate from dezincification resistant material.
 - 2. Copper alloys containing more than 15 percent zinc are not permitted.

2.03 BRONZE, GLOBE VALVES

- A. CWP Rating: Class 125: 200 psi:
 - 1. Comply with MSS SP-80, Type 1.
 - 2. Body: Bronze; ASTM B62, with integral seat and screw in bonnet.
 - 3. Ends: Threaded or solder joint.
 - 4. Stem and Disc: Bronze or PTFE.
 - 5. Packing: Asbestos free.
 - a. Handwheel: Malleable iron.

2.04 BRASS, BALL VALVES

- A. One Piece, Full Port with Brass Trim and Push-to-fit or Threaded Connections:
 - 1. Comply with MSS SP-110.
 - 2. CWP Rating: 200 psi.
 - 3. Body: Forged brass.
 - 4. Ends: Threaded.
 - 5. Seats: PTFE or TFE.
 - 6. Stem: Brass.
 - 7. Ball: Chrome-plated brass.

2.05 IRON, BALL VALVES

- A. Split Body, Full Port:
 - 1. Comply with MSS SP-72.
 - 2. CWP Rating: 200 psi.
 - 3. Body: ASTM A126, gray iron.
 - 4. Ends: Flanged.
 - 5. Seats: PTFE.
 - 6. Stem: Stainless steel.
 - 7. Ball: Stainless steel.

2.06 BRONZE, SWING CHECK VALVES

- A. Class 125:
 - 1. Pressure and Temperature Rating: MSS SP-80, Type 3.
 - 2. Design: Y-pattern, horizontal or vertical flow.
 - 3. WSP Rating: 200 psi.
 - 4. Body: Bronze, ASTM B62.
 - 5. End Connections: Threaded or soldered.
 - 6. Disc: Bronze.

2.07 IRON, SWING CHECK VALVES WITH CLOSURE CONTROL

- A. Class 125:
 - 1. Comply with MSS SP-71, Type I.
 - 2. Sizes 2-1/2 to 12 inch: CWP Rating; 200 psi.
 - 3. Body Design: Clear or full waterway.
 - 4. Body Material: ASTM A126, gray iron with bolted bonnet.
 - 5. Ends: Flanged.
 - 6. Trim: Bronze.
 - 7. Gasket: Asbestos free.
 - 8. Closer Control: Factory installed, exterior lever, and spring or weight.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Discard all packing materials and verify that valve interior, including threads and flanges, are completely clean without signs of damage or degradation that could result in leakage.
- B. Verify valve parts to be fully operational in all positions from closed to fully open.
- C. Confirm gasket material to be suitable for the service, to be of correct size, and without defects that could compromise effectiveness.
- D. Should valve is determined to be defective, replace with new valve.

3.02 INSTALLATION

- A. Provide unions or flanges with valves to facilitate equipment removal and maintenance while maintaining system operation and full accessibility for servicing.

- B. Provide separate valve support as required and locate valve with stem at or above center of piping, maintaining unimpeded stem movement.

END OF SECTION

**SECTION 230529
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components.

1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM A181/A181M - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping; 2025.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- E. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).
- F. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.
- G. ASTM A395/A395M - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures; 1999 (Reapproved 2022).
- H. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- J. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.
- K. MFMA-4 - Metal Framing Standards Publication; 2004.
- L. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.
- M. UL (DIR) - Online Certifications Directory; Current Edition.
- N. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured.

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, post-installed concrete and masonry anchors, and thermal insulated pipe supports.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 - 5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Prefabricated Trapeze-Framed Metal Strut Systems:
 - 1. Strut Channel or Bracket Material:
 - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 2. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.
- C. Hanger Rods:
 - 1. Threaded zinc-plated steel unless otherwise indicated.
 - 2. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2 inch diameter.
 - b. Piping up to 1 inch: 1/4 inch diameter.
 - c. Piping larger than 1 inch: 3/8 inch diameter.
 - d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.
- D. Steel Cable:
- E. Thermal Insulated Pipe Supports:
 - 1. General Requirements:
 - a. Insulated pipe supports to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
 - b. Surface Burning Characteristics: Flame spread index/smoke developed index of 5/30, maximum, when tested in accordance with ASTM E84 or UL 723.
 - c. Pipe supports to be provided for nominally sized, 1/2 to 30 inch iron pipes.
 - d. Insulation inserts to consist of rigid polyisocyanurate (urethane) insulation surrounded by a 360 degree, PVC jacketing.
 - 2. PVC Jacket:

- a. Pipe insulation protection shields to be provided with a ball bearing hinge and locking seam.
 - b. Moisture Vapor Transmission: 0.0071 perm inch, when tested in accordance with ASTM E96/E96M.
 - c. Thickness: 60 mil.
 - 3. Pipe insulation protection shields to be provided at the hanger points and guide locations on pipes requiring insulation as indicated on drawings.
- F. Pipe Supports:
- 1. Material: ASTM A395/A395M ductile iron, ASTM A36/A36M carbon steel, ASTM A47/A47M malleable iron, ASTM A181/A181M forged steel, or ASTM A283/A283M steel.
 - 2. Operating Temperatures from 122 to 446 degrees F:
 - a. Overhead Support: MSS SP-58 Type 1 or 3 through 12, with appropriate saddle of MSS SP-58 Type 40 for insulated pipe.
- G. Pipe Stanchions:
- 1. Material: Malleable iron, ASTM A47/A47M; or carbon steel, ASTM A36/A36M.
 - 2. Provide coated or plated saddles to isolate steel hangers from dissimilar metal tube or pipe.
 - 3. For pipe runs, use stanchions of same type and material where vertical adjustment is required for stationary pipe.
- H. Riser Clamps:
- 1. For insulated pipe runs, provide two bolt-type clamps designed for installation under insulation.
 - 2. MSS SP-58 type 1 or 8, carbon steel or steel with epoxy plated, plain, stainless steel, or zinc plated finish.
 - 3. Medium Split Horizontal Pipe Clamp: MSS SP-58 type 4, carbon steel or stainless steel with epoxy plated, plain, stainless steel, or zinc plated finish.
 - 4. Copper Tube Pipe Clamp: MSS SP-58 type 8, epoxy plated copper.
 - 5. UL (DIR) listed: Pipe sizes 1/2 to 8 inch.
- I. Intermediate Pipe Guides:
- 1. Pipe Diameter 6 inch and Smaller: Provide minimum clearance of 0.16 inch.
 - 2. Use pipe clamps with oversize pipe sleeve that provides clearance around pipe.
- J. Pipe Shields for Insulated Piping:
- 1. General Construction and Requirements:
 - a. Surface Burning Characteristics: Comply with ASTM E84 or UL 723.
 - b. Shields Material: UV-resistant polypropylene with glass fill.
 - c. Maximum Insulated Pipe Outer Diameter: 12-5/8 inch.
 - d. Minimum Service Temperature: Minus 40 degrees F.
 - e. Maximum Service Temperature: 178 degrees F.
 - f. Pipe shields to be provided at hanger, support, and guide locations on pipe requiring insulation or additional support.
- K. Anchors and Fasteners:
- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Sheet Metal: Use sheet metal screws.
 - 4. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.
- C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- F. Provide thermal insulated pipe supports complete with hangers and accessories. Install thermal insulated pipe supports during the installation of the piping system.
- G. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 - 3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad.
 - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer-provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

END OF SECTION

**SECTION 230553
IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nameplates.
- B. Tags.
- C. Adhesive-backed duct markers.
- D. Pipe markers.
- E. Ceiling tacks.

1.02 REFERENCE STANDARDS

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2023.
- B. ASTM D709 - Standard Specification for Laminated Thermosetting Materials; 2025.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.

PART 2 PRODUCTS

2.01 IDENTIFICATION APPLICATIONS

- A. Air Terminal Units: Tags.
- B. Control Panels: Nameplates.
- C. Dampers: Ceiling tacks, where located above lay-in ceiling.
- D. Ductwork: Nameplates.
- E. Piping: Tags.
- F. Small-sized Equipment: Tags.
- G. Thermostats: Nameplates.
- H. Valves: Tags and ceiling tacks where located above lay-in ceiling.

2.02 NAMEPLATES

- A. Letter Color: White.
- B. Letter Height: 1/4 inch.
- C. Background Color: Black.
- D. Plastic: Comply with ASTM D709.

2.03 TAGS

- A. Plastic Tags: Laminated three-layer plastic with engraved black letters on light contrasting background color. Tag size minimum 1-1/2 inch diameter.
- B. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

2.04 ADHESIVE-BACKED DUCT MARKERS

- A. Material: High gloss acrylic adhesive-backed vinyl film 0.0032 inch; printed with UV and chemical resistant inks.
- B. Style: Individual Label.
- C. Color: Green/White.

2.05 PIPE MARKERS

- A. Color: Comply with ASME A13.1.

- B. Plastic Pipe Markers: Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.
- C. Plastic Tape Pipe Markers: Flexible, vinyl film tape with pressure-sensitive adhesive backing and printed markings.
- D. Color code as follows:
 - 1. Heating, Cooling, and Boiler Feedwater: Green with white letters.

2.06 CEILING TACKS

- A. Description: Steel with 3/4 inch diameter color coded head.
- B. Color code as follows:
 - 1. HVAC Equipment: Yellow.
 - 2. Fire Dampers and Smoke Dampers: Red.

PART 3 EXECUTION

3.01 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Install plastic pipe markers in accordance with manufacturer's instructions.
- D. Install plastic tape pipe markers complete around pipe in accordance with manufacturer's instructions.
- E. Use tags on piping 3/4 inch diameter and smaller.
 - 1. Identify service, flow direction, and pressure.
 - 2. Install in clear view and align with axis of piping.
 - 3. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.
- F. Install ductwork with plastic nameplates. Identify with air handling unit identification number and area served. Locate identification at air handling unit, at each side of penetration of structure or enclosure, and at each obstruction.
- G. Locate ceiling tacks to locate valves or dampers above lay-in panel ceilings. Locate in corner of panel closest to equipment.

END OF SECTION

SECTION 230593
TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Testing, adjustment, and balancing of air systems.
- B. Testing, adjustment, and balancing of hydronic systems.
- C. Measurement of final operating condition of HVAC systems.

1.02 REFERENCE STANDARDS

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2024, with Errata (2025).
- C. NEBB (TAB) - Procedural Standard for Testing, Adjusting and Balancing of Environmental Systems; 2019, with Errata (2022).
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2023.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
 - 1. Submit to Engineer.
 - 2. Submit six weeks prior to starting the testing, adjusting, and balancing work.
 - 3. Include certification that the plan developer has reviewed Contract Documents, the equipment and systems, and the control system with the Engineer and other installers to sufficiently understand the design intent for each system.
 - 4. Include at least the following in the plan:
 - a. List of all air flow, sound level, system capacity and efficiency measurements to be performed and a description of specific test procedures, parameters, formulas to be used.
 - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
 - c. Identification and types of measurement instruments to be used and their most recent calibration date.
 - d. Discussion of what notations and markings will be made on the duct during the process.
 - e. Final test report forms to be used.
 - f. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
 - 1. Submit under provisions of Section 014000.
 - 2. Revise TAB plan to reflect actual procedures and submit as part of final report.
 - 3. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Engineer and for inclusion in operating and maintenance manuals.
 - 4. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
 - 5. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
 - 6. Units of Measure: Report data in I-P (inch-pound) units only.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Perform total system balance in accordance with one of the following:
 - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
 - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
 - 3. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. TAB Agency Qualifications:
 - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
 - 2. Certified by one of the following:
 - a. AABC, Associated Air Balance Council: www.aabc.com/#sle; upon completion submit AABC National Performance Guaranty.
 - b. NEBB, National Environmental Balancing Bureau: www.nebb.org/#sle.
 - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org/#sle.
- D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.02 EXAMINATION

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
 - 1. Systems are started and operating in a safe and normal condition.
 - 2. Temperature control systems are installed complete and operable.
 - 3. Proper thermal overload protection is in place for electrical equipment.
 - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
 - 5. Duct systems are clean of debris.
 - 6. Fans are rotating correctly.
 - 7. Fire and volume dampers are in place and open.
 - 8. Air coil fins are cleaned and combed.
 - 9. Access doors are closed and duct end caps are in place.
 - 10. Air outlets are installed and connected.
 - 11. Duct system leakage is minimized.
 - 12. Hydronic systems are flushed, filled, and vented.
 - 13. Pumps are rotating correctly.
 - 14. Proper strainer baskets are clean and in place.
 - 15. Service and balance valves are open.
- B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.
- C. Beginning of work means acceptance of existing conditions.

3.03 PREPARATION

- A. Hold a pre-balancing meeting at least one week prior to starting TAB work.
 - 1. Require attendance by all installers whose work will be tested, adjusted, or balanced.
- B. Provide additional balancing devices as required.

3.04 ADJUSTMENT TOLERANCES

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 5 percent of design for return and exhaust systems.

- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

3.05 RECORDING AND ADJUSTING

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.
- D. Leave systems in proper working order, replacing belt guards, replace adjustable sheaves (where required for balancing) with fixed sheaves, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.06 AIR SYSTEM PROCEDURE

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities.
- B. Make air quantity measurements in ducts by Pitot tube traverse of entire cross sectional area of duct.
- C. Measure air quantities at air inlets and outlets.
- D. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.
- E. Use volume control devices to regulate air quantities only to extend that adjustments do not create objectionable air motion or sound levels. Effect volume control by duct internal devices such as dampers and splitters.
- F. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- G. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.
- H. Measure static air pressure conditions on air supply units, including filter and coil pressure drops, and total pressure across the fan. Make allowances for 50 percent loading of filters.
- I. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.
- J. Measure temperature conditions across outside air, return air, and exhaust dampers to check leakage.
- K. Where modulating dampers are provided, take measurements and balance at extreme conditions. Balance variable volume systems at maximum air flow rate, full cooling, and at minimum air flow rate, full heating.
- L. Measure building static pressure and adjust supply, return, and exhaust air systems to provide required relationship between each to maintain approximately 0.05 inches positive static pressure near the building entries.
- M. For variable air volume system powered units set volume controller to air flow setting indicated. Confirm connections properly made and confirm proper operation for automatic variable air volume temperature control.

3.07 WATER SYSTEM PROCEDURE

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gauges to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.

- C. Adjust systems to provide specified pressure drops and flows through heat transfer elements prior to thermal testing. Perform balancing by measurement of temperature differential in conjunction with air balancing.
- D. Effect system balance with automatic control valves fully open to heat transfer elements.
- E. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.
- F. Where available pump capacity is less than total flow requirements or individual system parts, full flow in one part may be simulated by temporary restriction of flow to other parts.

3.08 SCOPE

- A. Test, adjust, and balance the following:
 - 1. Air Coils.
 - 2. Air Handling Units.
 - 3. Air Terminal Units.
 - 4. Air Inlets and Outlets.

3.09 MINIMUM DATA TO BE REPORTED

- A. Electric Motors:
 - 1. HP/BHP.
 - 2. Phase, voltage, amperage; nameplate, actual, no load.
 - 3. RPM.
 - 4. Service factor.
 - 5. Starter size, rating, heater elements.
 - 6. Sheave Make/Size/Bore.
- B. Heating Coils:
 - 1. Identification/number.
 - 2. Location.
 - 3. Service.
 - 4. Manufacturer.
 - 5. Air flow, design and actual.
 - 6. Water flow, design and actual.
 - 7. Water pressure drop, design and actual.
 - 8. Entering water temperature, design and actual.
 - 9. Leaving water temperature, design and actual.
 - 10. Entering air temperature, design and actual.
 - 11. Leaving air temperature, design and actual.
 - 12. Air pressure drop, design and actual.
- C. Electric Duct Heaters:
 - 1. Manufacturer.
 - 2. Identification/number.
 - 3. Location.
 - 4. Model number.
 - 5. Design kW.
 - 6. Number of stages.
 - 7. Phase, voltage, amperage.
 - 8. Air flow, specified and actual.
 - 9. Temperature rise, specified and actual.
- D. Air Moving Equipment:AHU-1
 - 1. Location.
 - 2. Manufacturer.
 - 3. Model number.
 - 4. Serial number.

5. Arrangement/Class/Discharge.
 6. Air flow, specified and actual.
 7. Return air flow, specified and actual.
 8. Outside air flow, specified and actual.
 9. Total static pressure (total external), specified and actual.
 10. Inlet pressure.
 11. Discharge pressure.
 12. Sheave Make/Size/Bore.
 13. Number of Belts/Make/Size.
 14. Fan RPM.
- E. Return Air/Outside Air:AHU-1
1. Identification/location.
 2. Design air flow.
 3. Actual air flow.
 4. Design return air flow.
 5. Actual return air flow.
 6. Design outside air flow.
 7. Actual outside air flow.
 8. Return air temperature.
 9. Outside air temperature.
 10. Required mixed air temperature.
 11. Actual mixed air temperature.
 12. Design outside/return air ratio.
 13. Actual outside/return air ratio.
- F. Terminal Unit Data:
1. Manufacturer.
 2. Type, constant, variable, single, dual duct.
 3. Identification/number.
 4. Location.
 5. Model number.
 6. Size.
 7. Minimum static pressure.
 8. Minimum design air flow.
 9. Maximum design air flow.
 10. Maximum actual air flow.
 11. Inlet static pressure.
- G. Air Distribution Tests:
1. Air terminal number.
 2. Room number/location.
 3. Terminal type.
 4. Terminal size.
 5. Area factor.
 6. Design velocity.
 7. Design air flow.
 8. Test (final) velocity.
 9. Test (final) air flow.
 10. Percent of design air flow.

END OF SECTION

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SECTION 230713 DUCT INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Duct insulation.
- B. Jacketing and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.
- C. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2024.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- E. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.
- F. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide product description, thermal characteristics, list of materials and thickness for each service, and locations.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labelled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.05 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturer:
 - 1. CertainTeed Corporation: www.certainteed.com/#sle.
 - 2. Johns Manville: www.jm.com/#sle.
 - 3. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
 - 4. Substitutions: See Section 016000 - Product Requirements.
- B. Insulation: ASTM C553; flexible, noncombustible blanket. 0.75 PCF density
 - 1. K value: 0.25 at 75 degrees F, when tested in accordance with ASTM C518.
 - 2. Maximum Water Vapor Absorption: 5.0 percent by weight.

- C. Vapor Barrier Jacket:
 1. Kraft paper with glass fiber yarn and bonded to aluminized film.
 2. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 3. Secure with pressure-sensitive tape.
- D. Vapor Barrier Tape:
 1. Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure-sensitive rubber-based adhesive.
- E. Indoor Vapor Barrier Mastic:
 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.
- F. Outdoor Vapor Barrier Mastic:
 1. Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

2.03 JACKETING AND ACCESSORIES

- A. Aluminum Jacket:
 1. Comply with ASTM B209/B209M, Temper H14, minimum thickness of 0.016 inch with factory-applied polyethylene and kraft paper moisture barrier on the inside surface.
 2. Thickness: 0.016 inch sheet.
 3. Finish: Smooth.
 4. Joining: Longitudinal slip joints and 2 inch laps.
 5. Fittings: 0.016 inch thick die-shaped fitting covers with factory-attached protective liner.
 6. Metal Jacket Bands: 3/8 inch wide; 0.010 inch thick stainless steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Test ductwork for design pressure prior to applying insulation materials.
- B. Verify that surfaces are clean, foreign material removed, and dry.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Insulated Ducts Conveying Air Below Ambient Temperature:
 1. Provide insulation with vapor barrier jackets.
 2. Finish with tape and vapor barrier jacket.
 3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
 4. Insulate entire system, including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.
- C. Ducts Exposed in Mechanical Equipment Rooms or Finished Spaces (below 10 feet above finished floor): Finish with aluminum jacket.
- D. External Duct Insulation Application:
 1. Secure insulation with vapor barrier with wires and seal jacket joints with vapor barrier adhesive or tape to match jacket.
 2. Secure insulation without vapor barrier with staples, tape, or wires.
 3. Install without sag on underside of duct. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift duct off trapeze hangers and insert spacers.
 4. Seal vapor barrier penetrations by mechanical fasteners with vapor barrier adhesive.
 5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

3.03 SCHEDULES

- A. Supply Ducts: 2.0 inches

END OF SECTION

**SECTION 230716
HVAC EQUIPMENT INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Equipment insulation.
- B. Jacketing and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).
- B. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.
- C. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2025.
- D. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2024.
- E. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type); 2024.
- F. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014 (Reapproved 2019).
- G. ASTM C1393 - Standard Specification for Perpendicularly Oriented Mineral Fiber Roll and Sheet Thermal Insulation for Pipes and Tanks; 2025.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- I. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.
- J. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.05 FIELD CONDITIONS

- A. Maintain ambient temperatures and conditions required by manufacturers of adhesives, mastics, and insulation cements.
- B. Maintain temperature during and after installation for minimum period of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, FLEXIBLE

- A. Manufacturers:

1. CertainTeed Corporation: www.certainteed.com/#sle.
 2. Johns Manville Corporation: www.jm.com/#sle.
 3. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
 4. Substitutions: See Section 016000 - Product Requirements.
- B. Insulation: ASTM C553; flexible, noncombustible.
1. K Value: 0.36 at 75 degrees F, when tested in accordance with ASTM C177 or ASTM C518.
 2. Maximum Service Temperature: 1,000 degrees F.
 3. Maximum Water Vapor Absorption: 5.0 percent by weight.
- C. Insulation: ASTM C1393; pipe and tank, end grain adhered to jacket.
1. K Value: ASTM C177, 0.27 at 75 degrees F.
 2. Maximum Service Temperature: 850 degrees F.
 3. Maximum Moisture Absorption: 0.2 percent by volume.
- D. Vapor Barrier Jacket: Kraft paper reinforced with glass fiber yarn and bonded to aluminized film.
1. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.

2.03 GLASS FIBER, RIGID

- A. Manufacturer:
1. CertainTeed Corporation: www.certainteed.com/#sle.
 2. Johns Manville Corporation: www.jm.com/#sle.
 3. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
- B. Insulation: ASTM C612 or ASTM C592; rigid, noncombustible.
1. K Value: 0.25 at 75 degrees F, when tested in accordance with ASTM C177 or ASTM C518.
 2. Maximum Water Vapor Absorption: 5.0 percent by weight.
 3. Maximum Density: 8.0 pcf.

2.04 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturer:
1. Aeroflex USA; AEROFLEX EPDM Sheet/Roll: www.aeroflexusa.com/#sle.
 2. Armacell LLC; AP ArmaFlex: www.armacell.us/#sle.
 3. K-Flex USA LLC; Insul-Sheet: www.kflexusa.com/#sle.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1, in sheet form.
1. Minimum Service Temperature: Minus 40 degrees F.
 2. Maximum Service Temperature: 220 degrees F.
 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.05 JACKETING AND ACCESSORIES

- A. PVC Plastic:
1. Jacket: Sheet material, off-white color.
 - a. Minimum Service Temperature: Minus 40 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.02 perm inch, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 10 mil, 0.010 inch.
 - e. Connections: Brush on welding adhesive.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that equipment has been tested before applying insulation materials.
- B. Verify that surfaces are clean and dry, with foreign material removed.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Factory Insulated Equipment: Do not insulate.
- C. Exposed Equipment: Locate insulation and cover seams in least visible locations.
- D. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.
- E. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.
- F. Fiber glass insulated equipment containing fluids above ambient temperature; provide standard jackets, with or without vapor barrier, factory-applied or field-applied. Finish with glass cloth and adhesive.
- G. Inserts and Shields:
 - 1. Application: Equipment 1-1/2 inches diameter or larger.
 - 2. Shields: Galvanized steel between hangers and inserts.
 - 3. Insert Location: Between support shield and equipment and under the finish jacket.
 - 4. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
 - 5. Insert Material: Hydrous calcium silicate insulation or other heavy density insulating material suitable for the planned temperature range.
- H. Finish insulation at supports, protrusions, and interruptions.
- I. Equipment in Mechanical Equipment Rooms or Finished Spaces: Finish with PVC jacket and fitting covers.
- J. Exterior Applications:
 - 1. Provide vapor barrier jacket or finish with glass mesh reinforced vapor barrier cement.
 - 2. Cover with aluminum or stainless steel.
- K. Cover glass fiber insulation with metal mesh and finish with heavy coat of insulating cement.
- L. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation so it can be easily removed and replaced without damage.

3.03 SCHEDULE

- A. Heating Systems:
 - 1. Pump Bodies:
 - 2. Air Separators:
 - 3. Expansion Tanks:

END OF SECTION

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**SECTION 230719
HVAC PIPING INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Piping insulation.
- B. Flexible removable and reusable blanket insulation.
- C. Jacketing and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus; 2019, with Editorial Revision (2023).
- B. ASTM C534/C534M - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form; 2025.
- C. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation; 2022a.
- D. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel; 2008 (Reapproved 2023).
- E. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation; 2023.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- G. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.
- H. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.

1.04 FIELD CONDITIONS

- A. Maintain ambient conditions required by manufacturers of each product.
- B. Maintain temperature before, during, and after installation for minimum of 24 hours.

PART 2 PRODUCTS

2.01 REGULATORY REQUIREMENTS

- A. Surface Burning Characteristics: Flame spread index/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84 or UL 723.

2.02 GLASS FIBER, RIGID

- A. Manufacturers:
 - 1. CertainTeed Corporation: www.certainteed.com/#sle.
 - 2. Johns Manville Corporation: www.jm.com/#sle.
 - 3. Owens Corning Corporation: www.ocbuildingspec.com/#sle.
- B. Insulation: ASTM C547 and ASTM C795; rigid molded, noncombustible.
 - 1. K Value: ASTM C177, 0.24 at 75 degrees F.
 - 2. Maximum Service Temperature: 850 degrees F.
 - 3. Maximum Moisture Absorption: 0.2 percent by volume.
- C. Vapor Barrier Jacket: White kraft paper with glass fiber yarn, bonded to aluminized film; moisture vapor transmission when tested in accordance with ASTM E96/E96M of 0.02 perm-inches.

- D. Vapor Barrier Lap Adhesive: Compatible with insulation.
- E. Outdoor Vapor Barrier Mastic: Vinyl emulsion type acrylic or mastic, compatible with insulation, black color.

2.03 FLEXIBLE ELASTOMERIC CELLULAR INSULATION

- A. Manufacturers:
 - 1. Aeroflex USA, Inc: www.aeroflexusa.com/#sle.
 - 2. Armacell LLC: www.armacell.us/#sle.
 - 3. K-Flex USA LLC: www.kflexusa.com/#sle.
- B. Insulation: Preformed flexible elastomeric cellular rubber insulation complying with ASTM C534/C534M Grade 1; use molded tubular material wherever possible.
 - 1. Minimum Service Temperature: Minus 40 degrees F.
 - 2. Maximum Service Temperature: 200 degrees F.
 - 3. Connection: Waterproof vapor barrier adhesive.
- C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.04 JACKETING AND ACCESSORIES

- A. PVC Plastic.
 - 1. Jacket: One piece molded type fitting covers and sheet material, off-white color.
 - a. Minimum Service Temperature: 0 degrees F.
 - b. Maximum Service Temperature: 150 degrees F.
 - c. Moisture Vapor Permeability: 0.002 perm inch, maximum, when tested in accordance with ASTM E96/E96M.
 - d. Thickness: 10 mil, 0.010 inch.
 - e. Connections: Brush on welding adhesive.
 - 2. Covering Adhesive Mastic: Compatible with insulation.
- B. Vapor Barrier Membranes: ASTM C1136, Type IX.
 - 1. Multilayer Laminate Vapor Barrier:
 - a. Thickness: 2.4 mil, 0.002 inch.
 - b. Moisture Vapor Permeability: 0.00 perm inch, when tested in accordance with ASTM E96/E96M.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Exposed Piping: Locate insulation and cover seams in least visible locations.
- C. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
- D. Glass Fiber Insulated Pipes Conveying Fluids Above Ambient Temperature:
 - 1. Provide standard jackets, with or without vapor barrier, factory-applied, or field-applied. Secure with self-sealing longitudinal laps and butt strips with pressure-sensitive adhesive. Secure with outward clinch expanding staples.
 - 2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
- E. Continue insulation through walls, sleeves, pipe hangers, and other pipe penetrations. Finish at supports, protrusions, and interruptions. At fire separations, see Section 078400.
- F. Pipe Exposed in Mechanical Equipment Rooms or Finished Spaces (less than 10 feet above finished floor): Finish with PVC jacket and fitting covers.

3.02 SCHEDULE

- A. Heating Systems:

1. Heating Water Supply and Return: 1.5 inches for pipe < 1.5 inches diameter, 2 inches for pipe \geq 1.5 inch diameter

END OF SECTION

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**SECTION 230913
INSTRUMENTATION AND CONTROL DEVICES FOR HVAC**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control Valves:
- B. Pressure independent valves and actuators.
- C. Wall-, Surface-, and Duct-Mounted Sensors:
 - 1. Temperature sensors.
- D. Thermostats:
- E. Pipe-Mounted Sensors and Transmitters:

1.02 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.
- C. Shop Drawings: Indicate complete operating data, system drawings, wiring diagrams, and written detailed operational description of sequences. Submit schedule of valves indicating size, flow, and pressure drop for each valve. For automatic dampers indicate arrangement, velocities, and static pressure drops for each system.
- D. Operation and Maintenance Data: Include inspection period, cleaning methods, recommended cleaning materials, and calibration tolerances.
- E. Warranty: Submit manufacturer's warranty and ensure forms have been filled out in Owner's name and registered with manufacturer.

1.03 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 EQUIPMENT - GENERAL

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

2.02 CONTROL VALVES

2.03 PRESSURE INDEPENDENT VALVES AND ACTUATORS

- A. Size 2 inch and Smaller:
 - 1. Provide ball style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and NPT threaded connections.
 - 2. Metal construction materials consist of brass.
 - 3. Nonmetal construction materials consist of EPDM or engineered resin.
- B. Actuator Requirements:
 - 1. Assembly: Factory-mounted.
 - 2. Input: 24 VAC configured for proportional control.
 - 3. Accessories: Provide with manual override and valve position indicator.

2.04 DAMPER OPERATORS

- A. General:
 - 1. Provide actuators with torque capacity sized for minimum of 20 percent greater than maximum design stream velocity and hold tight seal against maximum system pressures.
 - 2. Provide spring return for two position control and for fail safe operation.
 - 3. Provide sufficient number of operators to achieve unrestricted movement throughout damper range.

4. Provide one operator for maximum 36 sq ft damper section.

2.05 WALL-, SURFACE-, AND DUCT-MOUNT SENSORS

- A. Temperature Sensors:
 1. Sensors and transmitters shall be provided, as outlined in the input/output summary and sequence of operations.
 2. The temperature sensor shall be of the resistance type, and shall be either two-wire 1000 ohm nickel RTD, or two-wire 1000 ohm platinum RTD. Thermistor sensors of 10,000 or 2,250 ohms resistance may be substituted based on the application.
 3. The following point types (and the accuracy of each) are required, and their associated accuracy values include errors associated with the sensor, lead wire, and A to D conversion.
 - a. Room Temperature 0.5°F
 - b. Duct Temperature 0.5°F
 - c. All others 0.75°F
 4. Room Temperature Sensors
 5. Room sensors shall be constructed for either surface or wall box mounting.
 6. Room sensors shall have the following options when specified:
 - a. Setpoint warmer/cooler.
 - b. Individual heating/cooling setpoint.
 - c. Momentary override request for activation of after-hours operation.
 - d. Analog thermometer.
 7. Room Temperature Sensors with Integral Display
 - a. Room sensors shall be constructed for either surface or wall box mounting.
 - b. Room sensors shall have an integral LCD display and the following capabilities when specified:
 - 1) Display room air temperatures.
 - 2) Display and adjust room comfort setpoint.
 - 3) Display and adjust fan operation status.
 - 4) Setpoint override request via setpoint adjust dial or buttons.
 - 5) Timed override request via occupancy override with status indication for activation of after-hours setpoint operation.
 - 6) Occupancy sensor status.
 - 7) Toggle between Degrees F and Degrees C.
 - 8) Toggle between temperature and humidity where specified.
 8. Thermowells
 - a. Thermowell manufacturer shall have models available in stainless steel, brass body, and copper bulb.
 - b. When thermowells are required, the sensor and well shall be supplied as a complete assembly, including wellhead and sensor.
 - c. Thermowells shall be pressure rated and constructed in accordance with the system working pressure.
 - d. Thermowells and sensors shall be mounted in a direct mount (no adapter) offering faster installation or 1/2" NPT saddle and allow easy access to the sensor for repair or replacement.
 9. Outside Air Sensors
 - a. Outside air sensors shall be designed to withstand the environmental conditions to which they will be exposed. They shall be provided with a solar shield.
 - b. Sensors exposed to wind velocity pressures shall be shielded by a perforated plate that surrounds the sensor element.
 - c. Temperature transmitters shall be of NEMA 3R (IP54) or NEMA 4 (IP65) construction and rated for ambient temperatures.
 - d. The outdoor sensor shall be capable of being mounted on a roof, pole or side of a building utilizing its preassembled mounting bracket.

- e. Outside air relative humidity sensors 0-100% full range of accurate measurement. Operating temperature -4 to 140°F (-20 to 60°C).
 - f. Outside air temperature sensors operating temperature range -40 to 140°F,
 - g. +/- .55°F (+/- .3°C).
10. Duct Mount Sensors
- a. Duct mount sensors shall mount in an electrical box through a hole in the duct, positioned to provide ease of accessibility for repair or replacement.
 - b. Duct sensors shall be insertion type and constructed as a complete assembly, including lock nut and mounting plate.
 - c. For outdoor air duct applications, a weatherproof mounting box with weatherproof cover and gasket shall be provided.
11. Averaging Sensors
- a. For ductwork greater in any dimension than 48 inches and/or where air temperature stratification exists, an averaging sensor with multiple sensing points shall be used.
 - b. For plenum applications, such as mixed air temperature measurements, a continuous averaging sensor or a string of sensors mounted across the plenum shall be used to account for stratification and/or air turbulence. The averaging string shall have a minimum of 4 sensing points per 12-foot long segment.
 - c. Capillary supports at the sides of the duct shall be provided to support the sensing string.
12. Humidity Sensors
- a. The sensor shall be a solid-state type, relative humidity sensor of the Thin Film Capacitance or Bulk Polymer Design. The sensor element shall resist service contamination.
 - b. The humidity transmitter shall be equipped with non-interactive span and zero adjustments, a 2-wire isolated loop powered, 4-20 mA, 0-100% linear proportional output.
 - c. The humidity transmitter shall meet the following overall accuracy, including lead loss and Analog to Digital conversion. 3% between 20% and 80% RH at 77°F unless specified elsewhere.
 - d. Outside air relative humidity sensors shall be installed with a rain proof, perforated cover. The transmitter shall be installed in a NEMA 3R (IP54) or NEMA 4 (IP65) enclosure with sealtite fittings.
 - e. A single point humidity calibrator shall be provided, if required, for field calibration. Transmitters shall be shipped factory pre-calibrated.
 - f. Duct type sensing probes shall be constructed of 304 stainless steel, and shall be equipped with a neoprene grommet, bushings, and a mounting bracket.
13. CO2 Sensors
- a. Where shown on the drawings, CO2 sensors shall have the following features:
 - 1) Jumper selectable: 0-20mA, 4-20mA & 0-10 VDC output.
 - 2) Liquid Crystal Display (LCD).
 - b. The CO2 sensors shall have the ability to monitor and output the following variables as required by the systems sequence of operations:
 - 1) Zone CO2.
 - c. The CO2 shall transmit the information back to the controller via jumper selectable 0-20mA, 4-20mA & 0-10 VDC output signals:
 - 1) The CO2 sensors shall provide a maximum output current of 25mA; Maximum output voltage of 12.5V.
 - 2) The CO2 sensors shall be FCC compliant to CFR47 Part 15 subpart B Class A.
 - d. The CO2 sensors shall be available with:
 - 1) CO2 response time (0-63%) of 1 minute.
 - 2) Less than 0.083% of full scale/°F temperature dependence of CO2 output.
 - 3) Long term CO2 stability ±5% of full scale for 5 years.
 - 4) CO2 measurement accuracy of ±(40ppm + 2.0% of reading.)

- 5) CO2 non-linearity of less than 1.0% of full scale.
- e. The CO2 sensors may include the following items:
 - 1) Relay output module.
 - 2) LCD module.
 - 3) Analog temperature module with linear 0-10 VDC output for 32-122F.
- 14. Differential Pressure Transmitters
 - a. General Air and Water Pressure Transmitter Requirements:
 - 1) Pressure transmitters shall be constructed to withstand 100% pressure over-range without damage, and to hold calibrated accuracy when subject to a momentary 40% over-range input.
 - 2) Pressure transmitters shall transmit a 0 to 5 VDC, 0 to 10 VDC, or 4 to 20 mA output signal.
 - 3) Differential pressure transmitters used for flow measurement shall be sized to the flow sensing device, and shall be supplied with Tee fittings and shut-off valves in the high and low sensing pick-up lines to allow the balancing Contractor and Owner permanent, easy-to-use connection.
 - 4) A minimum of a NEMA 1 housing shall be provided for the transmitter. Transmitters shall be located in accessible local control panels wherever possible.
 - b. Low Differential Air Pressure Applications (0" to 2.5" WC):
 - 1) The differential pressure transmitter shall be of industrial quality and transmit a linear, 4 to 20 mA output in response to variation of differential pressure or air pressure sensing points.
 - 2) The differential pressure transmitter shall have non-interactive zero and span adjustments that are adjustable from the outside cover and meet the following performance specifications.
 - (a) (0.00 - 1.00" to 5.00") WC input differential pressure ranges. (Select range appropriate for system application.)
 - (b) 4-20 mA, 0-5 VDC, 0-10 VDC output.
 - (c) Maintain accuracy up to 20/1 ratio turndown.
 - (d) Reference Accuracy: +0.25%, or 0.5% of full span.
- 15. Use thermistor or RTD type temperature sensing elements with characteristics resistant to moisture, vibration, and other conditions consistent with the application without affecting accuracy and life expectancy.
- 16. Construct RTD of nickel or platinum with base resistance of 1000 ohms at 70 degrees F.
- 17. 100 ohm platinum RTD is acceptable if used with project DDC controllers.
- 18. Temperature Sensing Device: Compatible with project DDC controllers.
- 19. Performance Characteristics:

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Check and verify location of thermostats with plans and room details before installation. Locate 48 inches above floor. Align with lighting switches and humidistats; see Section 262726.
- C. Mount outdoor reset thermostats and outdoor sensors indoors, with sensing elements outdoors with sun shield.
- D. Provide mixing dampers of opposed blade construction arranged to mix streams. Provide pilot positioners on mixed air damper motors.
- E. Provide isolation (two-position) dampers of parallel blade construction.
- F. Provide conduit and electrical wiring in accordance with Section 260583. Electrical material and installation shall be in accordance with appropriate requirements of Division 26.

END OF SECTION

**SECTION 230923
DIRECT-DIGITAL CONTROL SYSTEM FOR HVAC**

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 230913 - Instrumentation and Control Devices for HVAC.

1.02 REFERENCE STANDARDS

- A. UL (DIR) - Online Certifications Directory; Current Edition.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for each system component and software module.
- C. Shop Drawings:
 - 1. Indicate trunk cable schematic showing programmable control unit locations, and trunk data conductors.
 - 2. Indicate system graphics indicating monitored systems, data (connected and calculated) point addresses, and operator notations. Provide demonstration digital media containing graphics.
 - 3. Show system configuration with peripheral devices, batteries, power supplies, diagrams, modems, and interconnections.
 - 4. Indicate description and sequence of operation of operating, user, and application software.
- D. Project Record Documents: Record actual locations of control components, including control units, thermostats, and sensors.
 - 1. Include submittals data in final "Record Documents" form.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience.
- C. Installers must have an office within 100 miles of the project.
- D. Installers must have a trained staff of application engineers, who have been certified by the manufacturer in the configuration, programming, and service of the automation system.
- E. Installers must be authorized distributors or branch offices of the manufacturers specified.
- F. DDC systems shall interface with an existing system to adhere to Owner standards already in place and to achieve integration.
 - 1. Monitoring and Control of DDC System by Existing Control System:
 - 2. DDC system performance requirements shall be satisfied when monitoring and controlling DDC system by existing control system.
 - 3. Operator of existing system shall be able to upload, download, monitor, trend, control and program every input and output point in DDC system from existing control system using existing control system software and operator workstations.
 - 4. Remote monitoring and control from existing control system shall not require operators of existing control system to learn new software.
 - 5. Interface of DDC system into existing control system shall be transparent to operators of existing control system and allow operators to program, monitor, and control DDC system from any operator workstation connected to existing control system.

1.05 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Carrier i-Vu (Basis of Design).
- B. Manufacturer approved prior to bids. See Substitution Specification for more details. All DDC manufacturers shall seamlessly interface with the existing system. All integration programming is the responsibility of the DDC controls contractor. The owner has an existing load shedding program for all buildings, and it is the responsibility of the controls contractor to integrate this into the new DDC system for this building while maintaining the existing DDC system in the other facilities.
- C. Substitutions: See Section 016000 - Product Requirements.

2.02 SYSTEM DESCRIPTION

- A. Automatic temperature control field monitoring and control system using field programmable micro-processor based units.
- B. Base system on distributed system of fully intelligent, stand-alone controllers, operating in a multi-tasking, multi-user environment on token passing network, with central and remote hardware, software, and interconnecting wire and conduit.
- C. Include computer software and hardware, operator input/output devices, control units, local area networks (LAN), sensors, control devices, actuators.
- D. Controls for variable air volume terminals, radiation, reheat coils, unit heaters, fan coils, and the like when directly connected to the control units. Individual terminal unit control is specified in Section 230913.
- E. Provide control systems consisting of thermostats, control valves, dampers and operators, indicating devices, interface equipment and other apparatus and accessories required to operate mechanical systems, and to perform functions specified.
- F. Include installation and calibration, supervision, adjustments, and fine tuning necessary for complete and fully operational system.

2.03 CONTROLLERS

- A. Building Controllers:
 - 1. General:
 - a. Manage global strategies by one or more, independent, standalone, microprocessor based controllers.
 - b. Provide sufficient memory to support controller's operating system, database, and programming requirements.
 - c. Share data between networked controllers.
 - d. Controller operating system manages input and output communication signals allowing distributed controllers to share real and virtual object information and allowing for central monitoring and alarms.
 - e. Utilize real-time clock for scheduling.
 - f. Continuously check processor status and memory circuits for abnormal operation.
 - g. Controller to assume predetermined failure mode and generate alarm notification upon detection of abnormal operation.
 - h. Communication with other network devices to be based on assigned protocol.
 - 2. Communication:
 - a. Controller to reside on a ARCNET network using ISO 8802-3 (ETHERNET) Data Link/Physical layer protocol.
 - b. Perform routing when connected to a network of custom application and application specific controllers.
 - c. Provide service communication port for connection to a portable operator's terminal or hand held device with compatible protocol.
 - 3. Anticipated Environmental Ambient Conditions:

- a. Conditioned Space:
 - 1) Mount within dustproof enclosures.
 - 2) Rated for operation at 32 to 120 degrees F.
 - 4. Provisions for Serviceability:
 - a. Diagnostic LEDs for power, communication, and processor.
 - b. Make all wiring connections to field removable, modular terminal strips, or to a termination card connected by a ribbon cable.
 - 5. Memory: In the event of a power loss, maintain all BIOS and programming information for a minimum of 72 hours.
 - 6. Power and Noise Immunity:
 - a. Maintain operation at 90 to 110 percent of nominal voltage rating.
 - b. Perform orderly shutdown below 80 percent of nominal voltage.
 - c. Operation protected against electrical noise of 5 to 120 Hz and from keyed radios up to 5 W. at 3 feet.
- B. Input/Output Interface:
 - 1. Hardwired inputs and outputs tie into the DDC system through building, custom application, or application specific controllers.
 - 2. All Input/Output Points:
 - a. Protect controller from damage resulting from any point short-circuiting or grounding and from voltage up to 24 volts of any duration.
 - b. Provide universal type for building and custom application controllers where input or output is software designated as either binary or analog type with appropriate properties.
 - 3. Binary Inputs:
 - a. Allow monitoring of On/Off signals from remote devices.
 - b. Provide wetting current of 12 mA minimum, compatible with commonly available control devices and protected against the effects of contact bounce and noise.
 - c. Sense dry contact closure with power provided only by the controller.
 - 4. Pulse Accumulation Input Objects: Comply with all requirements of binary input objects and accept up to 10 pulses per second.
 - 5. Analog Inputs:
 - a. Allow for monitoring of low voltage 0 to 10 VDC, 4 to 20 mA current, or resistance signals (thermistor, RTD).
 - b. Compatible with and field configurable to commonly available sensing devices.
 - 6. Binary Outputs:
 - a. Used for On/Off operation or a pulsed low-voltage signal for pulse width modulation control.
 - b. Outputs provided with three position (On/Off/Auto) override switches.
 - c. Status lights for building and custom application controllers to be selectable for normally open or normally closed operation.
 - 7. Analog Outputs:
 - a. Monitoring signal provides a 0 to 10 VDC or a 4 to 20 mA output signal for end device control.
 - b. Provide status lights and two position (AUTO/MANUAL) switch for building and custom application controllers with manually adjustable potentiometer for manual override on building and custom application controllers.
 - c. Drift to not exceed 0.4 percent of range per year.
 - 8. Tri State Outputs:
 - a. Coordinate two binary outputs to control three point, floating type, electronic actuators without feedback.
 - b. Limit the use of three point, floating devices to the following zone and terminal unit control applications:

- c. Control algorithms run the zone actuator to one end of its stroke once every 24 hours for verification of operator tracking.
- 9. System Object Capacity:
 - a. System size to be expandable to twice the number of input output objects required by providing additional controllers, including associated devices and wiring.
 - b. Hardware additions or software revisions for the installed operator interfaces are not to be required for future, system expansions.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Mechanical equipment shall have BacNet Interface card or terminal strips as specified in the contract documents.
- B. Control instrumentation and installation provided under this contract.

3.02 MANUFACTURER'S FIELD SERVICES

- A. Start and commission systems. Allow sufficient time for start-up and commissioning prior to placing control systems in permanent operation.
- B. Provide service engineer to instruct Owner's representative in operation of systems plant and equipment for 3 day period.

3.03 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate complete and operating system to Owner.

3.04 MAINTENANCE

- A. Provide service and maintenance of energy management and control systems for one years from Date of Substantial Completion.
- B. Provide two complete inspections, one in each season, to inspect, calibrate, and adjust controls as required, and submit written reports.

END OF SECTION

**SECTION 230924
DIGITAL CONTROL SYSTEM POINTS LIST**

PART 1 – GENERAL

1.01 THE FOLLOWING LIST SHALL BE THE MINIMUM POINTS REQUIRED OF THE DIGITAL CONTROL SYSTEM. IT IS NOT THE INTENT TO SHOW ALL REQUIRED POINTS. IF OR WHEN ADDITIONAL POINTS ARE REQUIRED TO ACCOMPLISH THE SEQUENCES OF CONTROL SPECIFIED, THESE POINTS SHALL ALSO BE PROVIDED. THE POINT TYPES IS IDENTIFIED AS FOLLOWS:

- A. DI - Contact Input (NO or NC)
- B. DO - Contact Output (NO or NC)
- C. AI - Analog Input
- D. AO - Analog Output
- E. PI - Pulsed Input

1.02 BOILER SYSTEM POINTS LIST (PER BOILER QTY:2, PER PUMP QTY:2):

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
AI	Common Return Water Temperature	1
AI	Common Supply Water Temperature	1
AI	Leaving Boiler Water Temperature	2
DO	Boiler Run Enable (On/Off)	2
DO	Hot Water Pump Start/Stop	2
DI	Hot Water Pump - Flow Proof	2
DI	Boiler Flame Failure -Trouble	2
AO	Boiler Burner Modulation	2

1.03 CHILLER SYSTEM POINTS LIST (PER CHILLER QTY:2, PER PUMP QTY:2):

<u>TYPE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
AI	COMMON RETURN WATER TEMPERATURE	1
AI	COMMON SUPPLY WATER TEMPERATURE	1
AI	LEAVING CHILLED WATER TEMPERATURE	2
DO	CHILLER RUN ENABLE (ON/OFF)	2
DO	CHILLED WATER PUMP START/STOP	2
DI	CHILLER ALARM-TROUBLE	2
DI	CHILLED WATER PUMP-FLOW PROOF	2

1.04 AIR HANDLER POINTS LIST (PER AHU QTY:4):

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
AI	Return Air Temperature	4
AI	Mixed Air Temperature	4
AI	Supply Air Temperature	4
AI	Supply Air Static Temperature	4
AI	Leaving H.W Coil Temperature	4
DI	Supply Fan Status	4
DI	Return Fan Status	4
AO	Economizer Dampers	4
AO	Heating Coil Valve	4
AO	Cooling Coil Valve	4

AO	Supply Fan Volume Control	4
AO	Return Fan Volume Control	4
AI	Air Filter Pressure Drop	4
DI	Freezestat	4
DO	Fan System Start/Stop	4
AI	Space Temperature	*
AI	Return Air Humidity	4

*One sensor for unoccupied control, additional space sensor as shown on drawings. When DDC zone control is specified all zone thermostats shall be DDC inputs.

1.05 GENERAL OR GLOBAL POINTS :

<u>Type</u>	<u>Description</u>	<u>Quantity</u>
AI	Outside Air Humidity	1
AI	Outdoor Air Temperature	1
PI	Building Electric Meter	1
DO	General (Toilet) Exhaust Fans	1
DI	General (Toilet) Exhaust Fans Status	1

PART 2 - PRODUCTS - NOT APPLICABLE

PART 3 - EXECUTION - NOT APPLICABLE

END OF SECTION

**SECTION 230993
SEQUENCE OF OPERATIONS FOR HVAC CONTROLS**

PART 1 - GENERAL

1.01 ALL EQUIPMENT (VALVES, DAMPERS, ACTUATORS, CONTROLLERS, ETC.) REQUIRED TO PERFORM THE FUNCTIONS SPECIFIED SHALL BE PROVIDED UNDER THIS ATC CONTRACT UNLESS NOTED HEREIN OR ELSEWHERE IN THESE CONTRACT DOCUMENTS. ELECTRIC MOTOR DRIVEN EQUIPMENT (PUMPS, CHILLERS, COMPRESSORS, COOLING TOWERS, ETC.) SHALL BE PROVIDED WITH MINIMUM ON (RUN) AND MINIMUM OFF TIMERS TO PREVENT SHORT CYCLING OF THE EQUIPMENT (COORDINATE WITH EQUIPMENT MANUFACTURER'S). ALL DDC SYSTEM CONTROL POINTS SHALL HAVE A DEFAULT VALUE IN CASE OF SENSOR FAILURE OR LOGIC ERROR. ALL CONTROLLED DEVICES SHALL FAIL SAFE ON LOSS OF CONTROL. ALL SETPOINTS AND PARAMETERS SHALL BE FULLY ADJUSTABLE FROM THE END USER / OWNER INTERFACE..

PART 2 - PRODUCTS

2.01 REFER TO SECTION 23 09 23 FOR APPLICABLE PRODUCTS.

PART 3 - EXECUTION

3.01 BOILER WATER RESET

Provide each boiler with an outside temperature reset control to vary the boiler water temperature 1.50 degree F. rise for each 1 degree F. drop in outdoor temperature to a maximum boiler temperature of 200 degrees F. Minimum boiler reset temperature shall be 140 degrees F. The control shall be provided complete with adjustable setpoint, boiler water and outside air sensors. Outside air sensors shall be located on the north side of the building. Provide sun shield and insulated base for mounting. When the boiler is enabled it shall start at low fire. After a minimum run time at low fire it the leaving water temperature is below setpoint the burner shall modulate toward high fire. When the firing rate has returned to low fire and the leaving temperature is more than 5°F above setpoint turn the boiler off. Coordinate boiler control signal(s) with boiler supplier. During Air Handling Morning Warm-Up Sequence the reset schedule shall be increased upward 20 degrees F. Provide temperature sensors in the common supply and return.

3.02 MULTIPLE BOILER ON/OFF SEQUENCING

Each box shall have a electric modulating damper operator (furnished with the box) furnished under this ATC contract. Coordinate with box supplier to prevent overlap of operating range of valve and damper actuators. Cooling shall be controlled by modulating the volume damper, heating shall be controlled by modulating the heating coil after the air volume has been throttled to a minimum.

A. Provide temperature sensors in the common hot supply and return water piping. Provide a supply water sequencing control to sequence for the on-off enabling of the 2 boilers based on the following supply reset schedule:

B.	<u>OAT</u>	<u>Water Temp.</u>
C.	0 and below	190
D.	60 and above	130

E. Provide minimum on (run) and minimum off timer to prevent short cycling of boilers. Stop all boilers when hot water pumps stop.

3.03 HOT WATER CIRCULATING PUMPS

Pumps shall be shut down on a rising outdoor temperature of 65 degrees F. Summer pump shall run above 65 degrees F. Below 65 degrees F. one pump shall run continuously. Start second pump on flow failure of the first pump. Provide lead/lag selector switch / program to alternate pumps.

3.04 LEAD/LAG CHILLER SEQUENCING CONTROL

Chillers and primary chilled water pumps shall be controlled by a sequencing control with a sensor in the common return header and a sensor in the common supply header. Automatic control of leaving water temperature shall be attained by starting and stopping chillers and their respective primary pumps, in sequence, set the controller on each chiller one degree lower than the common chilled water supply setpoint. Sequence shall start at 55 degrees F. outside air temperature and when an air handling system is operating in the occupied mode. Lead Chiller shall stop when outside air temperature is below 55 degrees F. or when all air handlers have entered their night setback mode.

- A. Lead Chiller chilled water pump shall start and run continuously until the lead chiller stop conditions are satisfied. After 30 minutes if the supply water temperature cannot be maintained below 46 degrees F., the second chiller shall start. Lag chiller shall stop when the temperature difference between supply and return is less than 5 degrees F. When stopping the lead or lag chiller, the chiller shall stop first, then after a 3 minute time delay stop the respective chilled water pump. Provide a 10 minute restart time delay to allow conditions to stabilize before restart of the lag chiller. The return water control shall reset the supply water setpoint based on return water. Coordinate interfacing the reset signal with the capacity controls integral with the chiller. A sequence switch / sequence program shall permit reversing the lead and lag chillers and their respective pumps. Coordinate control diagram with chiller manufacturer before submittals are made.

3.05 UNIT HEATERS

Furnish a line voltage thermostat with thermometer and 2 position 3 way valve to cycle unit heater fans upon a demand for heating. Furnish a strap-on thermostat on the return near the unit line to prevent fan operation when the line is cold. Furnish all wiring between thermostats and fan motor.

3.06 AIR-COOLED CHILLER

Water chiller and its respective chilled water pump shall be started manually thru a command at the DDC console when the outside air temperature is above 55 degrees F. and the air handling units are in the occupied mode. A flow switch and chilled water pump auxiliary contacts shall be wired in series into the chillers control panel and shall prove flow before the compressor operates. Flow switch wiring, and relay to be provided in this work. If the chiller is commanded on and flow stops the standby pump shall start and an alarm shall be printed at the DDC console. Pumps are to be separate control points of the digital control system.

- A. The chilled water pump shall start, when flow is proven the chiller shall be allowed to start. When the chiller and pump are stopped the chiller shall stop first, then after a 5 minute time delay (adjustable) the pump shall stop. Coordinate interlocks and control sequence with the chiller manufacturer. Chilled water temperature controller is furnished with the chiller, provide wiring of remote sensing devices.

3.07 DUCT MOUNTED HOT WATER COILS

When the room temperature is below setpoint the associated box damper shall be at heating minimum and the hot water valve shall be open. As temperature rises to heating setpoint the valve modulates toward the closed position. If the room temperature rises above the heating setpoint the valve shall close. When room temperature rises above cooling setpoint the damper shall modulate from cooling minimum to maximum to maintain the cooling setpoint. When hot water is not available the boxes shall act as cooling only (VAV shutoff) boxes.

3.08 DDC-VAV BOXES

The VAV box manufacturer shall provide the box with air flow taps for connection to the air flow sensor provided under this ATC work. All other control components shall be furnished by the ATC. ATC shall send to the box manufacturer the DDC controller and damper actuator for factory mounting (if the HVAC Contractor is using Trane VAV boxes the damper motor is integral with the box, coordinate accordingly). Reheat boxes shall be provided with a 2-way / 3-way modulating valve furnished in this ATC work.

VAV Shutoff Control - When the room temperature is below setpoint the box damper shall be at cooling minimum. As room temperature rises above cooling setpoint the control shall modulate the damper open to satisfy the setpoint. Box controls shall reverse action during warm-up.

VAV Reheat Control - When the room temperature is below setpoint the box damper shall be at heating minimum and the hot water valve shall be open. As temperature rises to heating setpoint the valve modulates toward the closed position. If the room temperature rises above the heating setpoint the valve shall close. When room temperature rises above cooling setpoint the damper shall modulate from cooling minimum to maximum to maintain the cooling setpoint. When hot water is not available the boxes shall act as cooling only (VAV shutoff) boxes.

Energy Management - Each VAV box shall have its own time of day schedule to occupied / unoccupied control. An override pushbutton shall be provided at each sensor thermostat to override the unoccupied schedule for a fixed (programmable) time. The DDC system shall track, log and report on the amount of time each box was overridden as well as VAV box discharge air temperature.

3.09 VARIABLE VOLUME BOXES

A complete control package is provided by the VAV box manufacturer. Installation of the thermostat, control wiring and low voltage power supplies are included in this ATC contract. In addition, provide a relay for each box so that when the area zone night setback system indexes the zone to unoccupied the local box controls provide night setback. Obtain control diagrams from the box manufacturer and incorporate it into the ATC shop drawings.

3.10 AIR HANDLING UNIT

- A. Air Handling System Start/Stop - Night Setback - The air handling unit (associated supply, return and exhaust fans) shall be able to be scheduled for occupied/unoccupied 7-day and holiday operation. Provide start-stop interlock between supply, return and exhaust fans. During the occupied mode, the temperature controls shall function as specified, during unoccupied mode the air handling unit controls shall function as specified except the outside air dampers shall remain closed. Hot water valves shall go to the full open position when the system is unoccupied. The controls shall cycle the unit to maintain a reduced space temperature of 60 degrees F.

Initial Schedule - Unit shall operate Monday thru Friday 7:00 am to 5:00 pm, Saturday 7:00 am to 12:00 noon. Unit shall be off after scheduled hours, Sunday and all legal holidays. Coordinate exact schedule with Owner.

- B. Cooling Setup Control and Cool Down - During the unoccupied time, the space temperature rises above 82 degrees F. the unit shall cycle on to cool the space down to 79 degrees F and then turn off. Outside air shall be used for cooling first unless the economizer is locked out. An optimal start program shall start the unit in advance of occupied time to ensure proper space temperatures at occupancy time. During set up or cool down operation if the economizer is inactive the associated relief and exhaust fans shall remain off and the outside air dampers shall remain closed.
- C. Minimum Outside Air - This paragraph defines the operation of outside air, vent air and return air dampers (economizer dampers) to provide minimum outside air for ventilation. The phrase "Minimum" in the sequences of operation shall invoke this paragraph. Simple outside air damper sections (all damper blades operating in unison) shall open to a fixed position as determined by air balance to provide the specified minimum ventilation. Return air dampers shall remain full open and vent air dampers shall remain completely closed. Compound outside air damper section (separate operable damper blades or sections) shall have the minimum damper open fully, the maximum outside air damper and vent air damper shall be completely closed, and the return air damper shall be fully open.
- D. Morning Warm-Up and Initial Start - Air handling system shall enter a morning warm-up mode in advance of the occupied time via an optimal start sequence, the outside air dampers shall remain completely closed and the return dampers shall remain fully open and exhaust fans shall remain off in this mode. During morning warm-up the VAV shut-off boxes shall open.

This mode shall continue until the return temperature rises above 68 degrees F., at which time the economizer dampers shall be positioned to minimum and the respective exhaust fans shall start. Economizer damper control shall be delayed two minutes during start-up to prevent cabinet heat from false loading the system.

- E. Safeties: The following safeties shall be provided to stop the air handling unit fan(s) and position the control devices to their "fail safe" position, i.e., outside and relief dampers closed, return dampers open, heating valves open and humidifier valves closed. Safeties shall be wired into the fan starter circuit such that the safety shall function whether the start selector switch is in the hand on or automatic position.
 - 1. Low Temperature Limit Cutout "Freezestats" - Shall be provided on all air handling units and installed on the leaving air face of the first coil in the air stream (unless otherwise noted) and shall stop the air handling unit fan(s) if a temperature below 38 degrees F. is detected.
 - 2. Smoke Detectors (installed on all return and exhaust units equal or above 2,000 cfm) - Smoke detectors shall be provided under this HVAC contract installed in the air handling unit return air, and/or the exhaust fan inlet air.
 - 3. Supply Duct High Static Pressure Cutout - Provide a manually reset type duct static pressure switch, set at the maximum working pressure of the ductwork, to stop the fan system (supply, return, exhaust) on a rise in duct static above setpoint.
 - 4. Return Duct High Negative Pressure Cutout - Provide a manual reset type duct static pressure switch, set at the maximum negative working pressure of the ductwork, to stop the fan system (supply, return, exhaust) on a fall in duct static below setpoint.
- F. Outside Air: Discharge Air Reset - The Air Handling Unit controls shall provide discharge air temperature control based on the following outside air reset schedule: 0 degrees F. outside air, 62 degrees F. discharge air; 55 degrees F. outside air, 55 degrees F discharge air. All control setpoints to be fully adjustable to meet job conditions.
- G. Enthalpy Economizer Control - Outside air temperature and humidity, and return air temperature and humidity shall be measured, and the enthalpy of each determined. If the enthalpy of the outside air is less than the enthalpy of the return air the economizer shall be enabled. When the outside air enthalpy is higher than the return air enthalpy and mechanical cooling is available the economizer shall be disabled.

Economizer cycle - When the unit operates in the occupied mode, the minimum outside air shall be provided, the return air dampers shall open full and relief air dampers shall remain closed. This condition is the normal position and shall be maintained during the occupied mode except during the "economizer" cycle. During the "economizer" cycle, the amount of outside air and relief air shall be increased as required to maintain the unit discharge air temperature setpoint. Provide a mixed air sensor and low limit control set at 50 degrees F. to prevent over-opening of the fresh air dampers. All control setpoints to be full adjustable to meet job conditions.
- H. Heating Coil Valve - On a fall in discharge air temperature below setpoint the heating control valve shall modulate open to maintain setpoint. Cooling coil valve shall be fully closed before the heating valve opens. During morning warm-up the setpoint shall be raised to 95 degrees F. (adjustable).
- I. Cooling Coil Valve - When the economizer is active the control shall first position the outside air dampers to full open to outside air before the chilled water valve is permitted to open. If the economizer is not active, control shall pass to the chilled water valve. As discharge air temperature rises above setpoint, the cooling coil valve shall modulate open to satisfy the setpoint. Heating coil valve shall be full closed before the cooling valve opens. / Heating shall be off before the cooling valve opens.

- J. Humidifier Control – Space relative humidity (RH) shall be monitored. When in cooling mode and space humidity reheat coil valve shall modulate to maintain space RH. Relative humidity shall be maintained at 50% (adjustable) and reset according to outside air temperature (0 degrees outside - 30% RH; 50 degrees outside 50% RH - all adjustable) by controlling the modulating valve thru a room humidistat.

END OF SECTION

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SECTION 232113 HYDRONIC PIPING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hydronic system requirements.
- B. Heating water piping, above grade.
- C. Heating water and glycol piping, above grade.
- D. Equipment drains and overflows.
- E. Pipe hangers and supports.
- F. Unions, flanges, mechanical couplings, and dielectric connections.

1.02 REFERENCE STANDARDS

- A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Qualification Standard for Welding, Brazing, and Fusing Procedures; Welders; Brazers; and Welding, Brazing, and Fusing Operators; 2025, with Errata.
- B. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2021.
- C. ASME B16.51 - Copper and Copper Alloy Press-Connect Pressure Fittings; 2021.
- D. ASME B31.9 - Building Services Piping; 2025.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- F. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- G. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2025.
- H. ASTM B88 - Standard Specification for Seamless Copper Water Tube; 2022.
- I. ASTM B88M - Standard Specification for Seamless Copper Water Tube (Metric); 2020.
- J. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2021a.
- K. ASTM D2241 - Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2025a.
- L. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2024.
- M. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80; 2024.
- N. ASTM D2855 - Standard Practice for the Two-Step (Primer and Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets; 2020 (Reapproved 2024).
- O. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications; 2007 (Reapproved 2024).
- P. ASTM F3226/F3226M - Standard Specification for Metallic Press-Connect Fittings for Piping and Tubing Systems; 2019 (Reaffirmed 2024).
- Q. AWS D10.12M/D10.12 - Guide for Welding Mild Steel Pipe; 2000.
- R. AWWA C606 - Grooved and Shouldered Joints; 2022.
- S. IAPMO (UMC) - 2024 Uniform Mechanical Code; 2024.
- T. IAPMO/ANSI/CAN Z1117 - Standard for Press Connections; 2022.

- U. ICC (IMC) - International Mechanical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- V. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.
- C. Product Data:
 - 1. Include data on pipe materials, pipe fittings, valves, and accessories.
 - 2. Provide manufacturers catalog information.
 - 3. Indicate valve data and ratings.
 - 4. Show grooved joint couplings, fittings, valves, and specialties on drawings and product submittals, specifically identified with the manufacturer's style or series designation.
- D. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.
- E. Project Record Documents: Record actual locations of valves.

PART 2 PRODUCTS

2.01 HYDRONIC SYSTEM REQUIREMENTS

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.
- B. Piping: Provide piping, fittings, hangers, and supports as required, as indicated, and as follows:
 - 1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
 - 2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
 - 3. Grooved mechanical joints may be used in any location.
 - a. Accessible locations include those exposed on interior of building, in pipe chases, and in mechanical rooms, aboveground outdoors, and as approved by Architect.
 - b. Grooved mechanical connections and joints comply with AWWA C606.
 - c. Use rigid joints unless otherwise indicated.
 - 4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use unions to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
 - 1. Where grooved joints are used in piping, provide grooved valve/equipment connections if available; if not available, provide flanged ends and grooved flange adapters.
- D. Valves: Provide valves where indicated:
 - 1. Provide drain valves where indicated, and if not indicated, provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch gate valves with cap; pipe to nearest floor drain.
 - 2. For throttling, bypass, or manual flow control services, use ball valves.
 - 3. For shut-off and to isolate parts of systems or vertical risers, use ball valves.

2.02 HEATING WATER PIPING, ABOVE GRADE

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, black, using one of the following joint types:
 - 1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D10.12M/D10.12 welded.
 - 2. Threaded Joints: ASME B16.3, malleable iron fittings.
 - 3. Grooved Joints: AWWA C606 grooved pipe, fittings of same material, and mechanical couplings.

4. Mechanical Press Sealed Fittings: ASTM F3226/F3226M, ICC (IMC), and IAPMO (UMC) approved, with EPDM seals.
- B. Copper Tube: ASTM B88 (ASTM B88M), Type L, drawn temper, using one of the following joint types:
 1. Mechanical Press Sealed Fittings: ASME B16.51 or IAPMO/ANSI/CAN Z1117, ICC (IMC), and IAPMO (UMC) approved, with EPDM seals.

2.03 EQUIPMENT DRAINS AND OVERFLOWS

- A. PVC Pipe: ASTM D1785, Schedule 40, or ASTM D2241, SDR 21 or 26.
 1. Fittings: ASTM D2466 or D2467, PVC.
 2. Joints: Solvent welded in accordance with ASTM D2855.

2.04 PIPE HANGERS AND SUPPORTS

- A. Provide hangers and supports that comply with MSS SP-58.
 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
 2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inches: Malleable iron, adjustable swivel, split ring.
 3. Hangers for Cold Pipe Sizes 2 Inches and Greater: Carbon steel, adjustable, clevis.
 4. Hangers for Hot Pipe Sizes 2 to 4 Inches: Carbon steel, adjustable, clevis.
 5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
 6. Wall Support for Pipe Sizes to 3 Inches: Cast iron hook.
 7. Vertical Support: Steel riser clamp.
 8. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 9. Floor Support for Hot Pipe Sizes to 4 Inches: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
 10. Hanger Rods: Mild steel threaded both ends, threaded one end, or continuous threaded.
 11. Inserts: Malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, lugs for attaching to forms; size inserts to suit threaded hanger rods.
- B. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge-shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.
- C. Rooftop Supports for Low-Slope Roofs: Steel pedestals with bases that rest on top of roofing membrane, not requiring any attachment to the roof structure and not penetrating the roofing assembly, with support fixtures as specified; and as follows:
 1. Bases: High-density polypropylene.
 2. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
 3. Steel Components: Stainless steel or carbon steel hot-dip galvanized after fabrication in accordance with ASTM A123/A123M.
 4. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports; corrosion-resistant material.
 5. Height: Provide minimum clearance of 12 inches under pipe to top of roofing.

2.05 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS

- A. Unions for Pipe of 2 Inches and Less:
- B. Flanges for Pipe 2 Inches and Greater:
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
 1. Dimensions and Testing: In accordance with AWWA C606.
 2. Mechanical Couplings: Comply with ASTM F1476.

3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
4. When pipe is field grooved, provide coupling manufacturer's grooving tools.

2.06 FLOW CONTROLS

- A. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
- B. Calibration: Control flow within 10 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, minimum pressure 2 psi.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- C. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- D. Install piping to conserve building space and to avoid interference with use of space.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipe passing through partitions, walls, and floors.
- G. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified.
- H. Slope piping and arrange to drain at low points.
- I. Grooved Joints:
 1. Install in accordance with the manufacturer's latest published installation instructions.
- J. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. See Section 230719.
- K. Provide access where valves and fittings are not exposed.
- L. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welds.

3.02 SCHEDULES

- A. Hanger Spacing for Copper Tubing.
 1. 1/2 Inch and 3/4 inch: Maximum span, 5 feet; minimum rod size, 1/4 inch.
 2. 1 Inch: Maximum span, 6 feet; minimum rod size, 1/4 inch.
 3. 1-1/2 Inches and 2 Inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 4. 2-1/2 Inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 5. 3 Inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
- B. Hanger Spacing for Steel Piping.
 1. 1/2 Inch, 3/4 Inch, and 1 Inch: Maximum span, 7 feet; minimum rod size, 1/4 inch.
 2. 1-1/4 Inches: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 3. 1-1/2 Inches: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 4. 2 Inches: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 5. 2-1/2 Inches: Maximum span, 11 feet; minimum rod size, 3/8 inch.
 6. 3 Inches: Maximum span, 12 feet; minimum rod size, 3/8 inch.
 7. 4 Inches: Maximum span, 14 feet; minimum rod size, 1/2 inch.
 8. 6 Inches: Maximum span, 17 feet; minimum rod size, 1/2 inch.

END OF SECTION

**SECTION 233100
HVAC DUCTS AND CASINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal ducts.

1.02 REFERENCE STANDARDS

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; Most Recent Edition Cited by Referring Code or Reference Standard.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.
- D. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2025.
- E. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- F. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2024.
- G. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2020.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate duct fittings, particulars such as gauges, sizes, welds, and configuration prior to start of work for supply, return, exhaust systems.

1.04 FIELD CONDITIONS

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Provide UL Class 1 ductwork, fittings, hangers, supports, and appurtenances in accordance with NFPA 90A and SMACNA (DCS) guidelines unless stated otherwise.
- B. Provide metal duct unless otherwise indicated. Fibrous glass duct can be substituted at the Contractor's option.
- C. Acoustical Treatment: Provide sound-absorbing liners and sectional silencers for metal-based ducts.
- D. Duct Shape and Material in accordance with Allowed Static Pressure Range:
- E. Duct Sealing and Leakage in accordance with Static Pressure Class:
- F. Duct Fabrication Requirements:
 - 1. Duct and Fitting Fabrication and Support: SMACNA (DCS) including specifics for continuously welded round and oval duct fittings.
 - 2. Use reinforced and sealed sheet-metal materials at recommended gauges for indicated operating pressures or pressure class.
 - 3. Construct tees, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide airfoil turning vanes of perforated metal with glass fiber insulation.
 - 4. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

5. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
6. Provide turning vanes of perforated metal with glass fiber insulation when an acoustical lining is required.
7. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

2.02 METAL DUCTS

- A. Material Requirements:
 1. Galvanized Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install products following the manufacturer's instructions.
- C. Flexible Ducts: Connect to metal ducts with adhesive.
- D. Kitchen Hood Exhaust: Provide residue traps at the base of vertical risers with provisions for the cleanout.
- E. Duct sizes indicated are precise inside dimensions. For lined ducts, maintain sizes inside lining.
- F. Provide openings in ductwork as indicated to accommodate thermometers and controllers. Provide pilot tube openings as indicated for testing of systems, complete with metal can with spring device or screw to insure against air leakage. For openings, insulate ductwork and install insulation material inside a metal ring.
- G. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- H. Use double nuts and lock washers on threaded rod supports.
- I. Connect terminal units to supply ducts directly or with one foot maximum length of flexible duct. Do not use flexible duct to change direction.
- J. Connect diffusers or light troffer boots to low pressure ducts directly or with 4 feet maximum length of flexible duct held in place with strap or clamp.

END OF SECTION

**SECTION 233600
AIR TERMINAL UNITS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single-duct terminal units.
 - 1. Variable-volume units.

1.02 REFERENCE STANDARDS

- A. AHRI 880 (I-P) - Performance Rating of Air Terminals; 2017 (Reaffirmed 2023).
- B. ASHRAE Std 62.1 - Ventilation for Acceptable Indoor Air Quality; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2025.
- D. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors; Current Edition, Including All Revisions.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating configuration, general assembly, and materials used in fabrication. Include catalog performance ratings that indicate airflow, static pressure, and NC designation. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate configuration, general assembly, and materials used in fabrication, and electrical characteristics and connection requirements.
- D. Manufacturer's Installation Instructions: Indicate support and hanging details, installation instructions, recommendations, and service clearances required.
- E. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.04 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Provide five year manufacturer warranty for air terminal units.

PART 2 PRODUCTS

2.01 SINGLE-DUCT, VARIABLE-VOLUME UNITS

- A. Manufacturers:
 - 1. Carrier, a part of UTC Building and Industrial Systems, a unit of United Technologies Corp.: www.commercial.carrier.com/#sle.
 - 2. Price Industries, Inc: www.priceindustries.com/#sle.
 - 3. Trane, a brand of Ingersoll Rand: www.trane.com/#sle.
 - 4. Titus; www.titus-hvac.com.
 - 5. Substitutions: See Section 016000 - Product Requirements.
- B. General:
 - 1. Factory-assembled, AHRI 880 (I-P) rated and bearing the AHRI seal, air volume control terminal with damper assembly, flow sensor, externally mounted volume controller, duct collars, and all required features.
 - 2. Control box bearing identification, including but not necessarily limited to nominal cfm, maximum and minimum factory-set airflow limits, coil type and coil (right or left hand) connection, where applicable.
- C. Unit Casing:
 - 1. Minimum 22 gauge, 0.0299 inch galvanized steel.
 - 2. Air Inlet Collar: Provide round, suitable for standard flexible duct sizes.

3. Unit Discharge: Rectangular, with slip-and-drive connections.
4. Acceptable Liners:
 - a. 3/4 inch thick polyurethane foam adhesive complying with UL 181 erosion requirements in accordance with ASHRAE Std 62.1, and having a maximum smoke developed index of 50 for both insulation and adhesive, when tested in accordance with ASTM E84.
 - b. Liner not to contain pentabrominated diphenyl ether (CAS #32534-81-9) or octabrominated diphenyl ether.
- D. Sound Attenuator:
 1. Construction to consist of a continuous extension of the casing and liner as required to achieve required attenuation.
 2. At 2000 fpm inlet velocity, the minimum operating pressure with attenuator added not to exceed 0.14 in-wc.
- E. Damper Assembly:
 1. Heavy-gauge, galvanized steel, or extruded aluminum construction with solid steel, nickel-plated shaft pivoting on HDPE, self-lubricating bearings.
 2. Provide integral position indicator or alternative method for indicating damper position over full range of 90 degrees.
 3. Incorporate low leak damper blades for tight airflow shutoff.
- F. Controls (to be provided by ATC contractor):
 1. DDC (Direct-Digital Controls):
 - a. Bi-directional Damper Actuator: 24 volt, powered closed, spring return open.
 - b. Microprocessor-Based Controller: Air volume controller, pressure-independent with electronic airflow transducers, factory-calibrated maximum and minimum CFMs.
 - 1) Occupied and unoccupied operating mode.
 - 2) Remote reset of temperature or CFM set points.
 - 3) Proportional, plus integral control of room temperature.
 - 4) Monitoring and adjusting with portable terminal.
 - c. Room Sensor:
 - 1) Compatible with temperature controls specified.
 - 2) Wall-mounted, system powered, with temperature set-point adjustment including connection access for portable operator terminal.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install the inlets of air terminal units and air flow sensors a minimum of four duct diameters from elbows, transitions, and duct takeoffs.
- C. Provide ceiling access doors or locate units above easily removable ceiling components.
- D. Do not support from ductwork.
- E. Connect to ductwork in accordance with Section 233100.
- F. Verify that electric power is available and of the correct characteristics.

END OF SECTION

**SECTION 260505
SELECTIVE DEMOLITION FOR ELECTRICAL**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical demolition.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Materials and equipment for patching and extending work: As specified in individual sections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Demolition drawings are based on casual field observation and existing record documents.
- C. Report discrepancies to Architect/Engineer before disturbing existing installation.
- D. Beginning of demolition means installer accepts existing conditions.

3.02 PREPARATION

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
 - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.

3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Repair adjacent construction and finishes damaged during demolition and extension work.
- F. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

END OF SECTION

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SECTION 260519
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Variable-frequency drive cable.
- C. Wiring connectors.
- D. Electrical tape.
- E. Heat shrink tubing.
- F. Oxide inhibiting compound.
- G. Wire pulling lubricant.
- H. Firestop sleeves.

1.02 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2024).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2023.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2024.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- G. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- H. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. NFPA 79 - Electrical Standard for Industrial Machinery; 2021.
- K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- M. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Current Edition, Including All Revisions.
- N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- R. UL 2277 - Outline of Investigation for Flexible Motor Supply Cable and Wind Turbine Tray Cable; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Architect and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
 1. Branch Circuits: 12 AWG.
 - a. Exceptions:

- 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
- I. Conductor Color Coding:
1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 2. Color Coding Method: Integrally colored insulation.
 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. Equipment Ground, All Systems: Green.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. Encore Wire Corporation: www.encorewire.com/#sle.
 - c. General Cable Technologies Corporation; <>: www.generalcable.com/#sle.
 - d. Service Wire Co: www.servicewire.com/#sle.
 - e. Southwire Company: www.southwire.com/#sle.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
 - a. Installed Between VFD Output and Motor Connection Box: Type XHHW-2..

2.04 VARIABLE-FREQUENCY DRIVE CABLE

- A. Manufacturers:
1. Service Wire Co; ServiceDrive: www.servicewire.com/#sle.
- B. Description: Flexible motor supply cable listed and labeled as complying with UL 2277 in accordance with NFPA 79; specifically designed for use with variable frequency drives and associated nonlinear power distortions.
- C. Conductor Stranding: Stranded.
- D. Insulation Voltage Rating: 1000 V.
- E. Insulation: Use only thermoset insulation types; thermoplastic insulation types are not permitted.
- F. Grounding: Full-size integral equipment grounding conductor or symmetrical arrangement of multiple conductors of equivalent size.
- G. Provide metallic shielding.
- H. Jacket: PVC or Chlorinated Polyethylene (CPE).

2.05 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

2.06 ACCESSORIES

- A. Electrical Tape:
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
 - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
 - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
- D. Wire Pulling Lubricant:
 - 1. Manufacturers:
 - a. American Polywater Corporation: www.polywater.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - 2. Listed and labeled as complying with UL 267.
 - 3. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
 - 4. Suitable for use at installation temperature.
- E. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
 - 1. Products:
 - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: www.holdrite.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.

4. Include circuit lengths required to install connected devices within 10 ft of location indicated.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 2. Pull all conductors and cables together into raceway at same time.
 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
- G. Variable-Frequency Drive Cable: Terminate shielding at both variable-frequency motor controller and associated motor using glands or termination kits recommended by manufacturer.
- H. Install conductors with a minimum of 12 inches of slack at each outlet.
- I. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- J. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- K. Make wiring connections using specified wiring connectors.
 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 3. Do not remove conductor strands to facilitate insertion into connector.
 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
- L. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. Install firestopping to preserve fire resistance rating of partitions and other elements.
- O. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.

C. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 - 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 - 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 - 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

2.02 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
 - 1. Provide products listed, classified, and labeled as suitable for the purpose intended.

2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:
 1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
 1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- D. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

END OF SECTION

**SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.02 REFERENCE STANDARDS

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
 - 2. Coordinate work to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
 - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
 - 5. Notify Architect/Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install products on or provide attachment to concrete surfaces until concrete has cured.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications for Powder-Actuated Fasteners: Certified by fastener system manufacturer with current operator's license.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Comply with the following. Where requirements differ, comply with most stringent.
 - a. NFPA 70.
 - b. Requirements of authorities having jurisdiction.
 - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
 - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.

4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported with minimum safety factor of 125%. Include consideration for vibration, equipment operation, and shock loads where applicable.
 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
 - a. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - b. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
1. Manufacturers:
 - a. ABB: www.electrification.us.abb.com/#sle.
 - b. Eaton Corporation: www.eaton.com/#sle.
 - c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - d. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
 2. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 3. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
1. Manufacturers:
 - a. ABB: www.electrification.us.abb.com/#sle.
 - b. Eaton Corporation: www.eaton.com/#sle.
 - c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 - d. HoldRite, a brand of Reliance Worldwide Corporation: www.holdrite.com/#sle.
- D. Metal Channel/Strut Framing Systems:
1. Manufacturers:
 - a. ABB: www.electrification.us.abb.com/#sle.
 - b. Atkore International Inc; Unistrut: www.unistrut.us/#sle.
 2. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
 3. Comply with MFMA-4.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
 - a. Equipment Supports: 1/2-inch diameter.
 - b. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch diameter.
 - c. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch diameter.
 - d. Trapeze Support for Multiple Conduits: 3/8-inch diameter.
- F. Anchors and Fasteners:
1. Manufacturers - Mechanical Anchors:
 - a. Dewart: anchors.dewalt.com/#sle.
 - b. Hilti, Inc: www.hilti.com/#sle.
 - c. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
 - d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.
 2. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
 3. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 4. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 5. Hollow Masonry: Use toggle bolts.
 6. Hollow Stud Walls: Use toggle bolts.
 7. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 8. Sheet Metal: Use sheet metal screws.

9. Wood: Use wood screws.
10. Plastic and lead anchors are not permitted.
11. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
 - b. Comply with MFMA-4.
 - c. Channel Material: Use galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. Equipment Support and Attachment:
 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners in accordance with manufacturer's recommended torque settings.
- J. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

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SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Galvanized steel electrical metallic tubing (EMT).

1.02 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- E. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- H. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- I. UL 360 - Liquid-Tight Flexible Metal Conduit; Current Edition, Including All Revisions.
- J. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- K. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- L. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
 - 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
 - 5. Notify Architect/Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Concealed Above Accessible Ceilings: Use galvanized steel electrical metallic tubing (EMT).
- D. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT).
- E. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC).
 - 1. Locations subject to physical damage include, but are not limited to:
- F. Flexible Connections to Vibrating Equipment:
 - 1. Dry Locations: Use flexible metal conduit (FMC).
 - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
 - 3. Maximum Length: 6 feet unless otherwise indicated.
 - 4. Vibrating equipment includes, but is not limited to:
 - a. Motors.

2.02 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.
- C. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for purpose intended.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
 - 1. Branch Circuits: 3/4-inch trade size.
 - 2. Branch Circuit Homeruns: 3/4-inch trade size.
 - 3. Control Circuits: 1/2-inch trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 - 1. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.com/#sle.
 - 2. Nucor Tubular Products: www.nucortubular.com/#sle.
 - 3. Rymco USA: www.rymcousa.com/#sle.
 - 4. Western Tube, a division of Zekelman Industries: www.westerntube.com/#sle.
 - 5. Wheatland Tube, a division of Zekelman Industries: www.wheatland.com/#sle.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 - 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Allied Tube & Conduit, a division of Atkore International: www.alliedeg.us/#sle.
 - c. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - d. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.

2. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
3. Material: Use steel or malleable iron.
4. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.04 FLEXIBLE METAL CONDUIT (FMC)

- A. Manufacturers:
 1. AFC Cable Systems, a division of Atkore International: www.afcweb.com/#sle.
 2. Electri-Flex Company: www.electriflex.com/#sle.
 3. International Metal Hose: www.metalhose.com/#sle.
- B. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- C. Fittings:
 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.

2.05 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
 1. AFC Cable Systems, a division of Atkore International: www.afcweb.com/#sle.
 2. Electri-Flex Company: www.electriflex.com/#sle.
 3. International Metal Hose: www.metalhose.com/#sle.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
 1. Manufacturers:
 - a. ABB; T&B: www.electrification.us.abb.com/#sle.
 - b. Bridgeport Fittings, LLC: www.bptfittings.com/#sle.
 - c. Emerson Electric Co; O-Z/Gedney: www.emerson.com/#sle.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.

2.06 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.07 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- B. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.

- C. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Galvanized Steel Rigid Metal Conduit (RMC): Install in accordance with NECA 101.
- D. Conduit Routing:
 - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 - 2. When conduit destination is indicated without specific routing, determine exact routing required.
 - 3. Conceal conduits unless specifically indicated to be exposed.
 - 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. Within joists in areas with no ceiling.
 - 5. Unless otherwise approved, do not route exposed conduits:
 - a. Across floors.
 - b. Across roofs.
 - c. Across top of parapet walls.
 - d. Across building exterior surfaces.
 - 6. Arrange conduit to provide no more than equivalent of four 90-degree bends between pull points.
 - 7. Arrange conduit to provide no more than 150 feet between pull points.
 - 8. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 - 9. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
 - 10. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.
 - c. Flues.
 - 11. Group parallel conduits in same area on common rack.
- E. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 260529.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 - 5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.

7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
- F. Connections and Terminations:
1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 3. Use suitable adapters where required to transition from one type of conduit to another.
 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 6. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 7. Secure joints and connections to provide mechanical strength and electrical continuity.
- G. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 4. Conceal bends for conduit risers emerging above ground.
 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 6. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
 7. Install firestopping to preserve fire resistance rating of partitions and other elements.
- H. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where conduits are subject to earth movement by settlement or frost.
- I. Conduit Sealing:
1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - a. Where conduits enter building from outside.
 - b. Where service conduits enter building from underground distribution system.
 - c. Where conduits enter building from underground.
 - d. Where conduits may transport moisture to contact live parts.
 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- J. Provide grounding and bonding; see Section 260526.

3.03 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

- B. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 - 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.
 - 6. Coordinate the work with other trades to preserve insulation integrity.
 - 7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
 - 8. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
 - 1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 3. Use suitable concrete type boxes where flush-mounted in concrete.
 - 4. Use suitable masonry type boxes where flush-mounted in masonry walls.
 - 5. Use raised covers suitable for the type of wall construction and device configuration where required.
 - 6. Use shallow boxes where required by the type of wall construction.
 - 7. Do not use "through-wall" boxes designed for access from both sides of wall.
 - 8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 - 9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 - 10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 - 11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
 - 12. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
 - 13. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Hubbell Incorporated; Bell Products: www.hubbell-rtb.com/#sle.
 - c. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com/#sle.
 - d. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - e. Thomas & Betts Corporation: www.tnb.com/#sle.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
 - 1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 - 2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
 - 3. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.

- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels as required.
- E. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
- F. Install boxes plumb and level.
- G. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
 - 2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
 - 3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- H. Install boxes as required to preserve insulation integrity.
- I. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- J. Install firestopping to preserve fire resistance rating of partitions and other elements.
- K. Close unused box openings.
- L. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- M. Provide grounding and bonding in accordance with Section 260526.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

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**SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

1.02 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
 - 2. Do not install identification products until final surface finishes and painting are complete.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

1.05 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
 - a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 - e. Industrial machinery.
- B. Identification for Conductors and Cables:
 - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
 - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
 - 1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com/#sle.

- b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - c. Seton Identification Products: www.seton.com/#sle.
 - 2. Materials:
 - a. Indoor Clean, Dry Locations: Use plastic nameplates.
 - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
 - 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
 - 4. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 - 5. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
 - 6. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
- 1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com/#sle.
 - b. Brother International Corporation: www.brother-usa.com/#sle.
 - c. Panduit Corp: www.panduit.com/#sle.
 - 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 - 3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

2.03 WARNING SIGNS AND LABELS

- A. Manufacturers:
- 1. Brimar Industries, Inc: www.brimar.com/#sle.
 - 2. Clarion Safety Systems, LLC: www.clarionsafety.com/#sle.
 - 3. Insite Solutions, LLC: www.stop-painting.com/#sle.
 - 4. Seton Identification Products: www.seton.com/#sle.
- B. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- C. Warning Signs:
- 1. Materials:
 - a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
 - b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
 - 2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
 - 3. Minimum Size: 7 by 10 inches unless otherwise indicated.
- D. Warning Labels:
- 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.

- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Interior Components: Legible from the point of access.
 - 6. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Secure rigid signs using stainless steel screws.

3.03 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

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**SECTION 262813
FUSES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fuses.

1.02 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.
- D. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
 - a. Fusible Enclosed Switches: See Section 262816.16.
 - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
 - 3. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com/#sle.
- B. Littelfuse, Inc: www.littelfuse.com/#sle.
- C. Mersen: ep-us.mersen.com/#sle.

2.02 APPLICATIONS

- A. General Purpose Branch Circuits: Class RK1, time-delay.

2.03 FUSES

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.
- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

**SECTION 262816.16
ENCLOSED SWITCHES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Enclosed safety switches.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- B. NEMA BS 31047 - Heavy Duty Enclosed and Dead-Front Switches (600 Volts Maximum); 2013 (Reaffirmed 2023).
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 98 - Enclosed and Dead-Front Switches; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades. Avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and within working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
 - 4. Notify Architect/Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for enclosed switches and other installed components and accessories.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to enclosed switch internal components, enclosure, and finish.

1.07 FIELD CONDITIONS

- A. Maintain ambient temperature between -22 degrees F and 104 degrees F during and after installation of enclosed switches.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. ABB: www.electrification.us.abb.com/#sle.
- B. Eaton Corporation: www.eaton.com/#sle.
- C. Schneider Electric: www.se.com/#sle.
- D. Siemens Industry, Inc: www.new.siemens.com/#sle.

2.02 ENCLOSED SAFETY SWITCHES

- A. Description: Quick-make, quick-break enclosed safety switches listed and labeled as complying with UL 98; heavy duty; ratings, configurations, and features as indicated on the drawings.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet.
 - 2. Ambient Temperature: Between -22 degrees F and 104 degrees F.
- D. Horsepower Rating: Suitable for connected load.
- E. Voltage Rating: Suitable for circuit voltage.
- F. Short Circuit Current Rating:
 - 1. Provide enclosed safety switches, when protected by the fuses or supply side overcurrent protective devices to be installed, with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- G. Provide with switch blade contact position that is visible when the cover is open.
- H. Fuse Clips for Fusible Switches: As required to accept fuses indicated.
- I. Conductor Terminations: Suitable for use with the conductors to be installed.
- J. Provide solidly bonded equipment ground bus in each enclosed safety switch, with a suitable lug for terminating each equipment grounding conductor.
- K. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
- L. Provide safety interlock to prevent opening the cover with the switch in the ON position with capability of overriding interlock for testing purposes.
- M. Heavy Duty Switches:
 - 1. Comply with NEMA BS 31047.
 - 2. Conductor Terminations:
 - a. Lug Material: Copper, suitable for terminating copper conductors only.
 - 3. Provide externally operable handle with means for locking in the OFF position, capable of accepting three padlocks.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings of the enclosed switches are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive enclosed safety switches.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide required support and attachment in accordance with Section 260529.
- E. Install enclosed switches plumb.
- F. Except where indicated to be mounted adjacent to the equipment they supply, mount enclosed switches such that the highest position of the operating handle does not exceed 79 inches above the floor or working platform.
- G. Provide grounding and bonding in accordance with Section 260526.
- H. Provide fuses complying with Section 262813 for fusible switches as indicated or as required by equipment manufacturer's recommendations.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.5.1.1.
- C. Correct deficiencies and replace damaged or defective enclosed safety switches or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Clean dirt and debris from switch enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 262923
VARIABLE-FREQUENCY MOTOR CONTROLLERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Variable-frequency motor controllers for low-voltage (600 V and less) AC motor applications.
- B. Overcurrent protective devices for motor controllers, including overload relays.

1.02 REFERENCE STANDARDS

- A. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code); 1989 (Corrigendum 2019).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2008 (Reaffirmed 2020).
- E. NEMA IA 10030 - Industrial Control and Systems: Enclosures; 2024.
- F. NEMA IS 10033 - Adjustable Speed Drives; 2020 (Reapproved 2025).
- G. NEMA IS 10034 - Safety Standards for Construction and Guide for Selection, Installation and Operation of Adjustable Speed Drive Systems; 2022 (Reapproved 2025).
- H. NEMA IS 10035 - Application Guide for AC Adjustable Speed Drive Systems; 2021 (Reaffirmed 2025).
- I. NEMA ICS 61800-2 - Adjustable Speed Electrical Power Drive Systems, Part 2: General Requirements-Rating Specifications for Low Voltage Adjustable Frequency AC Power Drive Systems; 2005.
- J. NEMA MG 00001 - Motors and Generators; 2024.
- K. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.
- L. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- N. UL 61800-5-1 - Standard for Adjustable Speed Electrical Power Drive Systems - Part 5-1: Safety Requirements – Electrical, Thermal, and Energy (Ed. 2); Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate work to avoid placement of ductwork, piping, equipment, and other obstructions within dedicated equipment spaces and working clearances required by NFPA 70.
 - 2. Coordinate work to provide motor controllers suitable for use with motors.
 - 3. Coordinate work to provide controllers and associated wiring suitable for interface with control devices.
 - 4. Coordinate arrangement of electrical equipment with dimensions and clearance requirements.
 - 5. Verify with manufacturer that conductor terminations are suitable for use with conductors.
 - 6. Notify Architect/Engineer of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in clean, dry space. Maintain factory wrapping or provide additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- B. Handle carefully in accordance with manufacturer's written instructions to avoid damage to internal components, enclosure, and finish.

1.07 FIELD CONDITIONS

- A. Maintain field conditions within required service conditions during and after installation.

1.08 WARRANTY

- A. Provide minimum 18-month manufacturer warranty covering repair or replacement due to defective materials or workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Variable-Frequency Motor Controllers:
 1. ABB: www.new.abb.com/#sle.
 2. Eaton Corporation: www.eaton.com/#sle.
 3. Rockwell Automation, Inc.: www.rockwellautomation.com/#sle.
 4. Schneider Electric: www.se.com/#sle.
 5. Siemens Industry, Inc: www.new.siemens.com/#sle.
 6. Yaskawa America, Inc; : www.yaskawa.com/#sle.

2.02 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- A. Provide variable-frequency motor control system consisting of required controller assemblies, operator interfaces, control power transformers, instrumentation and control wiring, sensors, accessories, system programming, etc. as necessary for complete operating system.
- B. Provide products listed, classified, and labeled as suitable for purpose intended.
- C. Variable-Frequency Motor Controller:
 1. Configuration: Packaged controller, nonbypass.
- D. Controller Assemblies: Comply with NEMA IS 10033, NEMA IS 10034, and NEMA ICS 61800-2; list and label as complying with UL 61800-5-1 or UL 508A as applicable.
- E. Provide controllers selected for actual installed motors and coupled mechanical loads in accordance with NEMA IS 10035, NEMA MG 00001 Part 30, and recommendations of manufacturers of both controller and load, where not in conflict with specified requirements; considerations include, but are not limited to:
 1. Motor type (e.g., induction, reluctance, and permanent magnet); consider NEMA MG 00001 design letter or inverter duty rating for induction motors.
 2. Motor load type (e.g., constant torque, variable torque, and constant horsepower); consider duty cycle, impact loads, and high inertia loads.
 3. Motor nameplate data.
 4. Requirements for speed control range, speed regulation, and braking.
 5. Motor suitability for bypass starting method, where applicable.
- F. Devices on Load Side of Controller: Suitable for application across full controller output frequency range.

- G. Operating Requirements:
 - 1. Input Voltage Tolerance: Plus/minus 10 percent of nominal.
 - 2. Input Frequency Tolerance: Plus/minus 5 percent of nominal.
 - 3. Efficiency: Minimum of 96 percent at full speed and load.
 - 4. Input Displacement Power Factor: Minimum of 0.96 throughout speed and load range.
 - 5. Overload Rating:
 - a. Variable Torque Loads: Minimum of 110 percent of nominal for 60 seconds.
 - b. Constant Torque Loads: Minimum of 150 percent of nominal for 60 seconds.
- H. Power Conversion System: Microprocessor-based, pulse width modulation type.
- I. Control System:
 - 1. Provide microprocessor-based control system for automatic control, monitoring, and protection of motors. Include sensors, wiring, and connections necessary for functions and status/alarm indications specified.
 - 2. Provide integral operator interface for controller programming, display of status/alarm indications, fault reset, and local control functions including motor run/stop, motor forward/reverse selection, motor speed increase/decrease, and local/remote control selection.
 - 3. Control Functions:
 - a. Control Method: Selectable vector and scalar/volts per hertz unless otherwise indicated.
 - 1) Scalar/Volts per Hertz Control: Provide IR compensation for improved low-speed torque.
 - 2) Vector Control: Provide selectable autotuning function.
 - b. Adjustable acceleration and deceleration time; linear and S-curve ramps; selectable coast to stop.
 - c. Selectable braking control; DC injection or flux braking.
 - d. Adjustable minimum/maximum speed limits.
 - e. Adjustable pulse width modulation switching carrier frequency.
 - f. Adjustable motor slip compensation.
 - g. Selectable autorestart after noncritical fault; programmable number of time delay between restart attempts.
 - 4. Status Indications:
 - a. Motor run/stop status.
 - b. Motor forward/reverse status.
 - c. Local/remote control status.
 - d. Output voltage.
 - e. Output current.
 - f. Output frequency.
 - g. DC bus voltage.
 - h. Motor speed.
 - 5. Protective Functions/Alarm Indications:
 - a. Overcurrent.
 - b. Motor overload.
 - c. Undervoltage.
 - d. Overvoltage.
 - e. Controller overtemperature.
 - f. Input/output phase loss.
 - g. Output short circuit protection.
 - h. Output ground fault protection.
 - 6. Inputs:
 - a. Digital Input(s): Three.
 - b. Analog Input(s): Two.
 - 7. Features:

- a. Password-protected security access.
 - b. Event log.
- J. Power Conditioning/Filtering:
 - 1. Provide DC link choke or input/line reactor for each controller unless otherwise indicated or required.
 - 2. Reactor Impedance: 3 percent, unless otherwise indicated or required.
- K. Packaged Controllers: Controllers factory-mounted in separate enclosure with externally operable disconnect and specified accessories.
 - 1. Disconnects: Circuit breaker or disconnect switch type.
 - a. Disconnect Switches: Fusible type or nonfusible type with separate input fuses.
 - b. Provide externally operable handle with means for locking in OFF position. Provide safety interlock to prevent opening cover with disconnect in ON position with capability of overriding interlock for testing purposes.
 - c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
 - 2. Provide door-mounted remote operator interface.
- L. Service Conditions:
 - 1. Provide controllers and associated components suitable for operation under following service conditions without derating:
 - a. Altitude: Less than 3,300 feet.
 - b. Ambient Temperature: Between 32 degrees F and 104 degrees F.
 - 2. Provide controllers and associated components suitable for operation at indicated ratings under service conditions at installed location.
- M. Short Circuit Current Rating:
 - 1. Provide controllers with listed short circuit current rating Not less than the available fault current at the installed location..
 - 2. Provide line/input reactors where specified by manufacturer for required short circuit current rating.
- N. Conductor Terminations: Suitable for use with conductors to be installed.
- O. Enclosures:
 - 1. Comply with NEMA IA 10030.
 - 2. NEMA EN 10250 Environment Type or Equivalent IEC 60529 Rating: Unless otherwise indicated, as specified for following installation locations:
 - 3. Finish: Manufacturer's standard unless otherwise indicated.
 - 4. Cooling: Forced air or natural convection as determined by manufacturer.

2.03 OVERCURRENT PROTECTIVE DEVICES

- A. Overload Relays:
 - 1. Provide overload relays and, where applicable, associated current elements/heaters selected for actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
 - 2. Comply with NEMA ICS 2.
 - 3. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
 - 4. Trip-free operation.
 - 5. Visible trip indication.
 - 6. Resettable.
 - a. Employ manual reset unless otherwise indicated.
 - b. Do not employ automatic reset with two-wire control.

2.04 SOURCE QUALITY CONTROL

- A. Factory test controllers in accordance with NEMA ICS 61800-2.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that ratings of controllers are consistent with indicated requirements.
- C. Verify that mounting surfaces are ready to accept controllers.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install controllers in accordance with NECA 1 (general workmanship).
- C. Install in accordance with NEMA IS 10034 and manufacturer's instructions.
- D. Do not exceed manufacturer's recommended maximum cable length between controller and motor.
- E. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- F. Provide required support and attachment in accordance with Section 260529.
- G. Install controllers plumb and level.
- H. Provide grounding and bonding in accordance with Section 260526.
- I. Install field-installed devices, components, and accessories.
- J. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- K. Set field-adjustable settings of controllers and associated components according to installed motor requirements, in accordance with recommendations of manufacturers of controller and load.
- L. Identify controllers in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Perform inspections and tests listed in NETA ATS, Section 7.17. Insulation-resistance test on control wiring listed as optional is not required.
- C. Correct deficiencies and replace damaged or defective controllers or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Clean dirt and debris from controller enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION