

OHS Project CP2339

William Henry Harrison Tomb Tomb and Obelisk Conservation

2 Cliff Road
North Bend, Hamilton County, Ohio 45002

PROJECT MANUAL



Ohio History Connection
800 E. 17th Avenue
Columbus, Ohio 43211

Meghan Wood
Executive Director

Jennifer Aultman
Chief Officer
Historic Sites

Fred R. Smith, RA
Director
Facilities Management

Meta von Rabenau, AIA
Project Architect

August 10, 2023

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SECTION 00 01 10 TABLE OF CONTENTS

OHC Project No. CP2339
 William Henry Harrison Tomb
TOMB AND OBELISK CONSERVATION
 North Bend, Hamilton County, Ohio

SECTION TITLE

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10	Table of Contents
00 01 15	List of Drawings
00 11 16	Notice to Bidders
00 21 13	Instructions to Bidders
00 41 13	Form of Proposal – Stipulated Sum
00 43 13	Bid Guaranty and Contract Bond
00 45 13.1	Responsible Bidder Information Form
00 52 13	Agreement Form between Owner and Contractor AIA Document A105-2007, modified
00 73 00	Supplementary Conditions
00 73 46	Wage Rate Requirements

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary of Work
01 33 00	Submittal Procedures
01 35 91	Special Procedures - Archaeological
01 43 00	Quality Assurance
01 50 00	Temporary Facilities
01 78 00	Documentation and Closeout

DIVISION 02 – EXISTING CONDITIONS

02 41 19	Selective Demolition
----------	----------------------

DIVISION 03 – NOT USED**DIVISION 04 – MASONRY**

04 01 40	Stone Cleaning
04 01 40.61	Stone Repair
04 01 40.62	Stone Repointing

DIVISION 05-06 – NOT USED**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 92 00	Joint Sealant
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DIVISION 08 -25 – NOT USED

DIVISION 26 – ELECTRICAL

See sheet E-1 for electrical Specifications

DIVISION 27 - 33 – NOT USED

APPENDIX

Appendix 1 Prevailing Wage Determination Rates, and Sample Forms

END OF SECTION

SUPPLEMENTAL INFORMATION

- Historical Conservator's Report: Phase II Survey Report 2015 by McKay Lodge Conservation Laboratory - available for download (not contained in specifications)

- Original Construction Drawings, dated 1911 - scans available for download (not contained in specifications).

SECTION 00 01 15 – LIST OF DRAWINGS

DRAWING INDEX:

G-1	Cover Sheet and Code Data
A-1	Site Plan - Partial
A-2	Obelisk and Tomb Plans
A-3	Sections and Elevations
ME-1	Exhaust Fan Addition

END OF SECTION

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SECTION 00 11 16 - NOTICE TO BIDDERS

Sealed Bids will be received at:

Ohio History Connection
Historic Sites and Facilities Division
800 E 17th Avenue
Columbus, Ohio 43211

until Thursday, September 7, 2023 at 2:00 p.m. Eastern Standard Time, and opened immediately thereafter for:

OHC Project No. CP2339
William Henry Harrison Tomb
Tomb and Obelisk Conservation
North Bend, Hamilton County, Ohio

Ohio History Connection (OHC), herein known as 'the Owner', intends to award the project to one successful Bidder. The Instructions to Bidders, Bid Form, Form of Contract, Drawings, Specifications, and other contract documents may be examined at:

Ohio History Connection
Historic Sites and Facilities Division
800 E 17th Avenue
Columbus, Ohio 43211

Bid Documents will be available electronically August 15, 2023.

Obtain the electronic versions by registering on the plan holders list and downloading documents from the OHC website at: <http://www.ohiohistory.org/hsfprojects>.

Direct all questions and comments to the OHC Project Manager:

Ms. Meta von Rabenau, AIA
C: 614-338-5793 (preferred) V: 614-297-2443
F: 614-297-2455
Email: mvonrabenau@ohiohistory.org

A pre-bid conference will be held at 11:00 AM until approximately 12:00 PM on August 31, 2023 at:

William Henry Harrison Tomb
2 Cliff Road
North Bend, Ohio 45002

OHC requires bidders to attend the conference for an overview of the project, scope, content, administrative procedures and an opportunity to view the project site.

The anticipated project cost is about \$150,000.

Section 00 11 16 - Notice to Bidders

A Bid Guaranty and Contract Bond are required as defined in the Contract Documents. Prevailing wage rates for Mercer County as determined by the State of Ohio, Department of Commerce, Division of Labor and Safety will be applicable to this Work.

No bids may be withdrawn within ninety (90) days after the Bid Opening. The Owner reserves the right to waive irregularities and to reject any or all bids.

END OF SECTION

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

OHC Project No. CP2339
William Henry Harrison Tomb
Tomb and Obelisk Conservation
North Bend, Hamilton County, Ohio

PART 1 - GENERAL

1.1 INSTRUCTIONS

- A. To be considered, bids must be made in accordance with these Instructions to Bidders.

1.2 DOCUMENTS

- A. For instructions on obtaining bid documents, see section 00 11 16 Notice to Bidders. Documents are available at no cost by downloading them from the OHC website at: <http://www.ohiohistory.org/hsfprojects>.
- B. Direct questions to OHC Project Manager, as noted in section 00 11 16 Notice to Bidders.

1.3 EXAMINATION

- A. Before submitting a bid, Bidder shall carefully examine the documents and the construction sites to obtain firsthand knowledge of the existing conditions. Contractors will not be given extra payment for conditions which can be determined by examining the site and documents.
- B. A mandatory pre-bid conference for all interested parties will be held as provided in the Notice to Bidders.

1.4 PREPARATION OF BIDS

- A. Bids shall be made on an unaltered "Form of Proposal: Stipulated Sum" provided in the Bid Documents. Fill in all blank spaces and submit one (1) original. Bids shall be signed with name typed or printed below signature. Where Bidder is a corporation, follow by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- B. The Bidder must include prices for all alternates, substitutions, and unit costs on the Bid Form, if any. Failure to comply may be cause for rejection.

1.5 BID GUARANTY AND CONTRACT BOND

- A. Bid Guaranties and Contract Bonds must be satisfactory to Ohio History Connection.
- B. The BID GUARANTY AND CONTRACT BOND form provided herein by Ohio History Connection shall be used without change.

- C. If the amount is left blank, the penal sum of the Bid Guaranty and Contract Bond will be the full amount of the principal's base bid plus add alternates; alternatively, if complete, the amount must be not less than the full amount of the base bid plus add alternates, stated in dollars and cents. A percentage is not acceptable.
- D. The Bid Guaranty and Contract Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. A surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio must issue the bond. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves and soundness of investments as demonstrated by Best's Insurance Reports rating of A- or better.
- E. Bid Guaranties and Contract Bonds must be supported by credentials showing the following:
 - 1. Power of Attorney of the Agent.
 - 2. Corporate Seals must be affixed to all originals and certified copies.
- F. In lieu of the Bid Guaranty referred to in Paragraph 1.05, B. above, the bidder may submit the Bid Guaranty in the form of a Certified Check, Cashier's Check or Letter of Credit. A bid bond is not acceptable for use as a Bid Guaranty.
 - 1. The amount of the Certified Check, Cashier's Check or Letter of Credit shall be equal to ten percent (10%) of the base bid plus add alternates.
 - 2. The Bid Guaranty shall be payable to the Ohio History Connection.
- G. The Bid Guaranty and Contract Bond shall be returned to all unsuccessful bidders immediately after the Contract is executed.
- H. The Certified Check, Cashier's Check or Letter of Credit shall be returned to the successful bidder upon filing of the Contract Bond. The bond shall not be deemed "filed" until the Contract is fully executed.

1.6 SUBMITTAL

- A. Submit Bid Forms (Form of Proposal, Bid Guaranty and Contract Bond, and Responsible Bidder Form) in an opaque, sealed envelope. Identify the envelope with:
 - 1. OHC project number
 - 2. Project Name
 - 3. Bidder's Company Name
 - 4. The phrase, "Sealed Bid Enclosed – Attn: Historic Sites and Facilities"
- B. Submit bids in accordance with the Notice to Bidders. A faxed Bid will not be accepted.

1.7 OHIO SALES TAX

- A. Material purchased for use or consumption in connection with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 in the Revised Code of Ohio, and also from the State of Ohio Use Tax, Section 5741.01.

- B. Purchases by the Contractor of expendable items such as form lumber, tools, oils, greases, fuel or equipment rentals are subject to the application of the Ohio Sales or Use Tax.

1.8 WAGE RATES

- A. The wages to be paid for a legal days work to laborers, workmen or mechanics engaged in the work under this contract at the site of the project for the trade or occupation employed shall not be less than the wage rates set forth by the Department of Employment Services of the State of Ohio in effect for Mercer County, as of the date bids are received for the project. Reference wage rates as listed herein.

1.9 DOCUMENTS REQUIRED PRIOR TO SIGNING CONTRACT

- A. Immediately upon the award of, and prior to the signing of the contract, the successful bidder shall furnish to the Architect:
 - 1. A Schedule of Values (AIA Document G703, Continuation Sheet) for various categories of work showing itemized labor and material amounts for the total contract price. The Schedule of Values must clearly indicate separate costs for each building project. Further, each separate cost must indicate proper allocation for materials and labor for each line item.
 - 2. Certificates of Insurance from company insuring the work.
 - 3. Worker's Compensation Certificate.
 - 4. To support the Bid Guaranty and Contract Bond, the successful bidder shall also furnish the following:
 - a. Credentials showing the Power of Attorney.
 - b. A Certificate of Compliance issued by the Division of Insurance showing the Bonding Company is licensed to do business in the State of Ohio.
 - c. Financial statement of Bonding Company.
 - 5. List of all Sub-contractors
 - 6. Construction Schedule
- B. If the successful bidder is a foreign corporation, i.e. not incorporated under the laws of the State of Ohio, the Bidder shall also furnish:
 - 1. A certificate from the Secretary of State showing the right of the successful bidder to do business in the State of Ohio.
 - 2. If the successful bidder is a domestic or foreign corporation, the person signing as agent such contract for the corporation shall, upon the Owner's request, file legal evidence of the agent's authority to bind the corporation.

1.10 AWARD OF CONTRACT

- A. The Owner reserves the right to accept any bid, to reject any and all bids, and to negotiate contract terms with the various bidders.

1.11 TIME OF COMPLETION

- A. Complete all work in the time period established in the Supplementary Conditions.

1.12 STATE OF OHIO RESPONSIBILITY

- A. Each party hereto recognizes and agrees that the Ohio Facilities Construction Commission, the Ohio Building Authority, the Ohio Department of Administrative Services and the State of Ohio are not bound by or liable under this contract or license, as applicable, and are not responsible for the acts or omissions of the Ohio History Connection.

1.13 FACILITY CLASSIFICATION REGARDING LEAD-BASED PAINT

- A. This building is not classified as a “child occupied” facility use, as defined by the U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting (RRP) program (ref.: 40 CFR 745.82); therefore the requirement of the EPA Residential Property Renovation program regulation 40 CFR745.80, Subpart E as well as Ohio lead abatement regulations which require lead-safe work practices and worker certification, are not applicable to this project. The contractor shall however, minimize dust and debris caused by work activity, contain it to the smallest practical areas, and to promptly and thoroughly clean the areas to eliminate dust and debris.

**PART 2 – PRODUCTS
NOT USED**

**PART 3 – EXECUTION
NOT USED**

END OF SECTION

SECTION 00 41 13 - FORM OF PROPOSAL: STIPULATED SUM

OHC Project No. CP2339
William Henry Harrison Tomb
Tomb and Obelisk Conservation
North Bend, Hamilton County, Ohio

TO: Ohio History Connection
Director of Facilities Management
800 E 17th Avenue
Columbus, Ohio 43211

PART 1 - GENERAL

By submitting this Bid, Bidder acknowledges its receipt of all Addenda, which it has listed below and that the absence of the Bidder’s acknowledgement of receiving all Addenda may be cause, in the Owner’s sole discretion, for the Owner not to accept the Bid.

Bidder: list below each Addenda and its respective issue date in the spaces provided.
Attach additional sheets if necessary.

Addendum # _____ Date _____

Addendum # _____ Date _____

Addendum # _____ Date _____

The undersigned Bidder hereby agrees to accept the award of the Contract if offered, and to timely commence and perform the Work, provided the award occurs within a reasonable time after the Bid Opening.

BIDDER:

COMPANY NAME _____

ADDRESS _____

TELEPHONE NUMBER WITH AREA CODE _____

FEDERAL TAX ID NUMBER _____

NAME OF OFFICER or OWNER _____
(Type or Print)

SIGNATURE _____

OFFICE _____ DATE _____

PART 2 - PROPOSAL

2.1 BASE BID: MONUMENT & OBELISK CONSERVATION

Base Bid: Cleaning, repairing, replacing, repointing and restoration work.

Bid _____ Dollars
(Bidder: type or clearly print total proposal in words)
(\$ _____)

PART 3 - PERIOD OF PERFORMANCE / LIQUIDATED DAMAGES

- A. The Period of Performance and Liquidated Damage rates are indicated in the Supplementary Conditions.
- B. Bidder may propose a different Period of Performance as a Substitution below.

PART 4 - SUBSTITUTIONS

- A. Bidder may propose up to three substitutions below. Provide additional sheets as necessary to accurately describe the substitution. If accepted by the Owner, a substitution shall be incorporated in the Bid and Contract and shall be bound by all Contract provisions.

	Proposed Substitute	Add	Deduct
1.			
2.			
3.			

PART 5 - SUCCESSFUL BIDDER ASSISTANCE AND COOPERATION

- A. The accepted Bidder shall assist and cooperate with the Owner in preparing the Agreement, and within seven (7) days following presentation of the Agreement to the successful Bidder, the successful Bidder shall execute three (3) originals and return them to the Owner.

END OF SECTION

**BID GUARANTY
AND
CONTRACT BOND**

The Bid Guaranty and Bid Bond form for use on this project is provided on the double-sided sheet that follows this page.

A PDF version is available upon request.
Contact the OHC Project Manager.

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Bid Guaranty and Contract Bond

OHIO HISTORY CONNECTION ▪ Facilities Management
800 E. 17th Ave. ▪ Columbus, Ohio 43211-2497

Section 153.571 Ohio Revised Code

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

_____ as Principal

and

_____ as Surety

are hereby held and firmly bound unto the Ohio Historical Connection as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on:

_____ to undertake the project known

as:

Type or print date of bid submittal

CP2339

William Henry Harrison Tomb & Obelisk Conservation

OHC Project number

OHC Project Name

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive and deductive alternate proposals 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

_____ \$ _____
Type or print amount first in words, then numbers

(When the line above is left blank, the penal sum will be the full amount of the Principal's Bid including alternates. When the line above indicates an amount, the amount stated must 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 on the above-referred project,

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



Bid Guaranty and Contract Bond
continued

OHIO HISTORY CONNECTION ▪ Facilities Management
800 E. 17th Ave. ▪ Columbus, Ohio 43211-2497

OHC Project: CP2339
Conservation

OHC Project Name: William Henry Harrison Tomb & Obelisk

NOW ALSO, if the 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 plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materials 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 materials 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 Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SURETY HEREBY STIPULATES AND AGREES that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

BOND NUMBER: _____

SIGNED AND SEALED this _____ day of _____, 20_____

PRINCIPAL

SURETY

Type or type authorized officer or owner name and title

Type or print Agent's name and title

Signature (seal)

Signature (Attorney-in-Fact) (seal)

Surety Company Address and Telephone:

Surety Agent's Address and Telephone:

Street

Street

City, State, Zip

City, State, Zip

Telephone with Area Code

Telephone with Area Code

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

SECTION 00 45 13.1 - RESPONSIBLE BIDDER INFORMATION FORM

OHC Project No. CP2339
William Henry Harrison Tomb
Tomb and Obelisk Conservation
North Bend, Hamilton County, Ohio

Attach additional pages as needed.

1. Company Name _____

Company Address _____

Street

City

State

Zip

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

Company Fax Number (_____) _____

Company Email _____

2. Indicate the overall experience of the Bidder performing the trades bid including the years in business performing the trade under present and former business names.

3. List three (3) projects that the Bidder has completed that are similar in scope to the current project. Include contact information.

Project	Scope	Value	Contact
---------	-------	-------	---------

a)

b)

c)

4. List three (3) projects that the Bidder has completed in the previous five years, which show experience in historic restoration

	Project	Scope	Value	Contact
a)				
b)				
c)				

5. List the primary Subcontractors for this project. Indicate the overall experience of the Subcontractors, including the years in business performing the trade under present and former business names.

6. The apparent low Bidder shall submit, upon request of the Division, either:

- a) An annual financial statement prepared within the twelve (12) months prior to the bid 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 from Standard and Poors, Dun and Bradstreet or a similar company acceptable to the State 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 Section 149.43, ORC; and will remain confidential, except under proper order of a court.

7. Indicate the Bidder's relevant facilities and major equipment, whether leased or owned,

8. List all ongoing Projects and Projects completed in the last four (4) years which are similar in cost and type to the Project being bid. Include scope of Work, Contract value and Project name/contact Person/address/phone number for each Owner and Associate for each Project.

Project	Scope	Value	Contact
---------	-------	-------	---------

a)

b)

c)

d)

9. Indicate all occurrences of the following in the last four (4) years (if none, so state). For verification by the State, attach documentation, and/or provide sufficient and appropriate detail information such as: Project name, Owner, contact person and phone number, Contract amount, etc.

a) Prevailing Wage violations or judgments

b) Affirmative Action violations

c) Contract abandonment, Contract termination or Surety takeover

d) Debarment by State, federal or local jurisdictions

e) EPA/OSHA violations

f) Liquidated damages assessed

10. 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. _____

CPM Scheduler _____ Years with firm _____ Total Exp. _____

11. Certification. I hereby certify that the information above is factual and complete.

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF SECTION

**AGREEMENT FORM BETWEEN
OWNER AND CONTRACTOR**

A draft of AIA Document A105-2007, modified, follows this page.

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Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

Editing Template

CAUTION: Take care not to remove or otherwise edit Project Data fill-point areas (Basic Information, Contract Details and Project Team) when making edits to this document.

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

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

<>

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

<><> <> <> <> <v: (nnn) nnn-nnnn f: (nnn) nnn-nnnn Federal Tax I.D. nn-nnnnnn >

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

<OHS Project AAnnnn > <> <>

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

<><> <> <> <>

The Owner and Contractor agree as follows.



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

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.



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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 CONTRACT TIME, DATES OF COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE AND BONDS
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME AND LIQUIDATED DAMAGES
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « » , as provided in the attached Exhibit A - Schedule of Drawings and Exhibit B - Table of Contents/Project Specifications and as enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

« »

ARTICLE 2 CONTRACT TIME, DATES OF COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION

§ 2.1 Contract Time

The Contract Time is the number of calendar days available to the Contractor to achieve Final Completion. The Contract Time begins on the Date of Commencement as provided in §2.2 and ends on the Date of Final Completion as provided in §12.6.3.

§ 2.2 DATE OF COMMENCEMENT

The Date of Commencement shall be established in a notice to proceed issued by the Architect, as authorized by the Owner or as provided in the Supplementary Conditions and is the day the Contractor is authorized to begin its activities under this Contract.

§ 2.3 SUBSTANTIAL COMPLETION AND FINAL COMPLETION

§ 2.3.1 The initial date of Substantial Completion shall be the named date or the last day of the period to achieve Substantial Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve a Certificate of Substantial Completion on or before the approved date of Substantial Completion.

« »

§ 2.3.2 The initial date of Final Completion shall be the named date or the last day of the period to achieve Final Completion as established in the Supplementary Conditions, unless and until modified as provided in Article 10. The Contractor shall schedule and prosecute the Work regularly and diligently at a rate of progress to achieve Final Completion on or before the date of Final Completion.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work or indicate "As provided in the approved schedule of values".)

Portion of Work	Value
-----------------	-------

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$ 0.00)
------	-----------------------	--------------------------

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<< >>

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, except for withholding 10% from each payment as retainage. The Owner will pay retainage to the contractor in response to the first Application for Payment to Contractor submits after the work is substantially complete.

(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

<0.00% (zero) percent >> << >>

§ 4.3 RETAINAGE

§ 4.3.1 When the major portion of the Work is complete or is in use by the Owner (as determined by the Architect and approved by the Owner) the Contractor may request a reduction in the amount retained as determined under §12.2.1.4

§ 4.3.2 Upon written consent of the Contractor's surety, and the Contractor's submittal of lien releases from the Contractor's subcontractors and material suppliers for work performed to date and for materials ordered to date, the Owner may at its sole discretion, reduce the amount retained.

§ 4.3.3 Any reduction or release of retained funds shall not be a waiver of the Owner's right to retain funds relative to future payments to the Contractor, or any other right or remedy the Owner has under the Contract Documents at law or in equity.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

§ 5.2. WORKER'S COMPENSATION

§ 5.2.1 All Contractors shall procure and maintain during the life of this Contract, and provide evidence of Worker's Compensation Insurance as required by the State of Ohio for all employees to be engaged on the project prior to commencing any work on the project.

§ 5.2.2 The Contractor shall require its subcontractors to procure and maintain during the life of the Contract, Worker's Compensation Insurance as required by the state of Ohio for all employees to be engaged on the project and shall require its subcontractors to provide evidence of such coverage to the contractor before commencing the subcontractor work on the project.

§ 5.3 INSURANCE

§ 5.3.1 The Contractor shall not commence work under this Agreement until Contractor has obtained all the insurance required hereunder and such insurance has been approved by the Ohio Historical Society. The Contractor shall not allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor(s) has been so obtained and approved. Approval of the insurance by the Ohio Historical Society shall not relieve or decrease the liability of the Contractor hereunder.

.1 The Contractor shall provide acceptable evidence of the required insurance which shall also include the Ohio Historical Society project number and name and the insurance agent company name, address, and telephone number.

§ 5.4 CONTRACTOR'S LIABILITY INSURANCE

§ 5.4.1 The Contractor shall acquire and maintain during the term of the Contract, Bodily Injury and Property Damage Liability Insurance under an acceptable Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-Owned and Hired Automobiles.

.1 The Contractor shall provide and shall require its Subcontractors to provide insurance required by this section that names the Ohio Historical Society as an additional insured.

§ 5.4.2 The Contractor shall acquire and maintain Property Damage Liability Insurance in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence with General Liability extended to provide "Broad Form Property Liability" and in the amount of not less than Three Million (\$3,000,000.00) Dollars aggregate for damage on account of all occurrences.

§ 5.4.3 Provide Bodily Injury Liability limits for an amount of not less than One Million (\$1,000,000.00) Dollars for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount of not less than Three Million (\$3,000,000.00) Dollars on the account of any one occurrence.

§ 5.4.4 Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides not less than Three Million (\$3,000,000.00) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

§ 5.5 CONTRACTOR'S PROPERTY INSURANCE

§ 5.5.1 The Contractor shall maintain Property Insurance (e.g. Builder's Risk, Installation Floater) to protect itself and the Ohio Historical Society from loss incurred by fire, lightning, extended coverage hazards, vandalism, malicious mischief, and other casualties in the full amount of the Contract and such insurance shall cover all labor and materials connected with the work, including materials delivered to the site and not yet installed in the project. The insurance shall specifically name coverage for loss incurred due to theft. The insurance specifically shall name coverage for loss incurred due to theft. Prior to commencement of any work under this Contract, for each type of insurance coverage under this section 5.5.1, the Contractor shall furnish to the Owner one (1) original evidence of coverage signed by an authorized representative of the insurer.

§ 5.7 INDEMNIFICATION AND SUBROGATION

§ 5.7.1 The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall indemnify and hold the Ohio Historical Society, its volunteers, employees, and officers free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or subcontractors.

§ 5.7.2 The Contractor shall provide and shall require its Subcontractors to provide insurance under § 5.4 Contractor's Liability Insurance and § 5.5 Contractor's Property Insurance naming the Ohio Historical Society as an additional insured.

§ 5.7.3 The Owner, Contractor and its subcontractors understand and agree, by entering into this Agreement, to waive subrogation

§ 5.8 BONDS

§ 5.8.1 The Contractor shall maintain the Contract Bond submitted with the Contractor's Bid and accepted by the Owner.

§ 5.8.2 In the situation in which the Contractor submitted certified funds as its Bid Bond with its Bid, the Contractor shall acquire and maintain a Contract Bond acceptable to the Owner as a condition precedent to the execution of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 If the Owner requires time to accommodate the filing legal documents and other interests prior to the date of Commencement, the Owner's time requirement shall be indicated in the Supplementary Conditions. In the absence of such information in the Supplementary Conditions, the time shall be ninety (90) days after the date of this Contract.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct

such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

§ 8.6.1 The Contractor shall pay sales, consumer, use and similar taxes that are legally required during the Contract time.

§ 8.6.2 This project is exempt from Ohio sales and use tax. Prior to making the initial purchase under this Contract, the Contractor shall request and receive from the Owner a valid "State of Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate," and shall use the Owner's exemption number when purchasing project-relevant goods and materials.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Owner shall obtain and pay for the Certificate of Plan Approval issued by the Ohio Department of Commerce, Division of Industrial Compliance.

§ 8.7.2 The Contractor shall schedule and coordinate all life safety inspections required by the state of Ohio Fire Marshall's Office as necessary.

- .1 The Owner shall pay the associated initial inspection fees.
- .2 The Contractor shall pay for all associated governmental re-inspection fees.

§ 8.7.3 The Contractor shall obtain and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.4 The Contractor shall schedule and coordinate all inspections required by applicable authorities.

§ 8.7.5 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the architect in writing of any know inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work and to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. As a condition precedent to achieving Substantial Completion, the Contractor shall remove its tools, construction equipment, machinery and surplus material from the project site; and shall legally dispose of waste materials and timely and fully demobilize from the project site.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

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

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist in similar general practice situations the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME AND LIQUIDATED DAMAGES

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 The Owner reserve the right to define the days of the week and the hours of each day in which the project site is available for the Contractor's use. Such definition(s) shall not be cause for an extension of the Project Time, as provided in Article 10.

§ 11.3 Contractor shall obtain insurance and permits, file documents and notices as required and necessary, and shall schedule and execute the Work for its proper and timely completion.

§ 11.4 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.5 The Contractor shall prosecute the Work regularly and diligently at a rate of progress that ensures the issuance of a Certificate of Substantial Completion and a Certificate of Final Completion on or before the approved dates as provided in §2.1 and §2.3..

§ 11.6 The Owner will suffer financial loss if the Work is not timely completed. Time is of the essence for completion of the Work. Contractor and its surety shall be liable for and pay the Owner liquidated damages for each day its work exceeds the approved dates for Substantial Completion and Final Completion. Liquidated damages may be deducted by the Owner from any payment due or to become due the Contractor. The rate of liquidated damages shall be as indicated in the Supplementary Conditions..

§ 11.6.1 It is agreed that the rate of liquidated damages indicated in the Supplementary Conditions is reasonable and that the damages the Owner would sustain are difficult to determine. The foregoing provisions for liquidated damages, shall in no way act as a waiver of the Owner's rights to any other remedies of law, in equity or under the Contract Documents.

§ 11.7 The items listed in the Architect's certificate of Substantial Completion to be completed or corrected, if any, shall be corrected and completed by the Contractor on or before the approved date of Final Completion.

§ 11.8 Wherever provisions of any Section of the Contract Documents conflict with agreements or regulations in force among members of Trade Associations, Unions or Councils which regulate or distinguish what Work shall or shall not be included in the construction activity of any particular trade, the Contractor shall make necessary arrangements to reconcile such conflict without delay, recourse, damage or cost to the Owner or Architect.

§ 11.9 In case the progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the Contract Documents because of a conflict involving Labor Union agreement or regulation, the Architect may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner.

§ 11.10 Contractor's written claims for extension of time shall be submitted within 10 days of the issues or circumstances that caused or will cause the Contractor's written claim. Such claims shall be accompanied by detailed dates, correspondence, notices and other data which provides proof of the events which are the basis for the claim.

§ 11.11 Delays due to tardy shop drawing submittal, tardy material ordering, or shipment, or other delays caused by a supplier of a Subcontractor of the Contractor shall not be deemed valid causes for extension of time, as the scheduling and control of suppliers and Subcontractors is a part of the Contractor's responsibility.

§ 11.12 Time extensions will be granted for legitimate cause on an individual case basis. Extensions of time when granted will be by written Change Order, which shall be the only valid form. Where a change in the Work is ordered by written Change Order, the agreed upon extension of time required because of the change in the Work shall be a part of the Change Order. Permitting the Contractor to continue and finish the Work after the dates to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Owner of its rights under the Contract.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

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

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 The Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the

Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

.1 Application and Submittal Period. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Owner will accept an application on the last three (3) work days of the period covered by an Application for Payment and on the first work day of the month following the period covered by an Application for Payment. The Owner will accept and process applications submitted later, however, payment will be delayed as provided below.

.2 Application Form. An application for payment shall be provided in a form mutually accepted by both parties which shall include and is not limited to the following information. *AIA Document G702-Application and Certification for Payment* published by the American Institute of Architect and *Form F140-01 Contractor Payment Request* published by the State Architect's Office of Ohio are acceptable forms.

- i. the project name and OHS project number
- ii. the start and end dates of the period covered by the application
- iii. original contract amount;
- iv. the amount of each change authorized by the Owner to date;
- v. the contract amount to date;
- vi. a schedule of values in sufficient detail to identify the cost of materials and labor for the various types and major components of the work;
- vii. a percentage of completion for each line item in the schedule of values;
- viii. an area for retainage and an area for Liquidated Damages.
- ix. Contractor's certification that to its knowledge the information on the application is true and accurate;
- x. Architect's certification that based on its on-site observations, knowledge, information, and beliefs the information on the application is true and accurate; and,
- xi. approval and signature block for the Owner.

.3 Progress Review. The Contractor shall establish a schedule with the Architect payment application review meetings that allow sufficient time for the Contractor and Architect to process an application for payment and have it delivered to the Owner to meet the schedule established in §4.1.1. Prior to the end of each period, the Parties shall review a draft of the Application and make adjustments as deemed appropriate. The Contractor shall make the agreed adjustments and submit the adjusted application, including certification to the Architect for its review and certification and subsequent forwarding to the Owner. On each Application for Payment, the Contractor shall show the percentage of completion for each line item in the schedule of values as of the end of the period covered by the Application for Payment.

.4 Amount of Progress Payment. The amount of the progress payment shall be the percentage of the completion of the work at the end of the period times the contract price less ten percent for retainage and less the amounts paid for prior progress payments.

.5 Payment – for requested payments of less than \$10,000.00. Provided an application is submitted within the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 30 days of the first work day of the month following the period covered by the application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 60 days of the first work day of the month following the period covered by the application.

.6 Payment – for requested payments of \$10,000.00 and more. Provided an Application is submitted within the Application Period in proper form and certified by the Architect for payment, the Owner shall make payment of undisputed amounts within 60 days of the first day of the month following the period covered by the

application and for an application submitted after the Application Period, the Owner shall make payment of undisputed amounts within 90 days of the first work day of the month following the period covered by the application.

§ 12.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment, however, such transfer of title shall not reduce the Contractor's and surety(ies) obligations for such Work until the Work achieves Final Completion. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

After receipt of the Contractor's Application for Payment, the Architect will timely either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in article 12.2.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 A condition of determining a Substantial Completion shall be the Contractor's correction of all punch list items on the Architect's punch list and the Contractor's total demobilization from the physical site. Preparation of project closeout requirements shall occur at a location of the Contractor's choosing, other than the project site, in the period, if any, between Substantial Completion and Final Completion.

§ 12.5.2 When the Contractor notifies the Architect that the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

.1 Items remaining on the punch list shall be addressed in accordance with §11.7.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of all project closeout submittals as required by the Contract Documents (e.g., Operating & Maintenance Manuals, as-built documents, permits, warranties) and the final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or

encumbrances arising out of the Contract and the Contractor's final certified Application for Payment in proper form.

§ 12.6.3 Upon receipt of a final Certificate of Application for Payment in proper form, the Owner shall timely review and approve payment of undisputed amounts. Owner shall make final payment only after the Contractor has fully performed the Contract, except its obligation to timely and properly provide Warranty Work. The Owner's approval of the final outstanding balance of the Contract Sum, as provided herein, shall constitute Final Completion.

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

§ 12.6.5 Acceptance of final payment does not relieve the Contractor, subcontractor, or material supplier from their respective responsibilities to honor all warranties and guarantees.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents promptly and timely after receiving notice of such work.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that become newly implemented requirements after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the State Of Ohio.

§ 15.4 CLAIMS AND DISPUTES

§ 15.4.1 Claims, disputes and other matters in question arising out of or relating to this contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. Such matters, except those related to aesthetic effect and those waived as provided by this Contract, shall, after initial decision by

the architect or thirty days after submission to the Architect, be subject to mediation as a condition precedent to the continuation of legal or equitable proceedings as provided in §15.4.4.

§ 15.4.2 Any legal action arising out of or related to this contract shall be brought in the Common Pleas Court of Franklin County, Ohio, unless the amount in dispute is less than \$15,000.00, in which case, the action shall be brought in the Franklin County Municipal Court located in Franklin County, Ohio.

§ 15.4.3 In any legal action arising out of or related to this contract, each of the parties agrees to waive the right to trial by jury.

§ 15.4.4 In any legal action arising out of or related to this contract either party may demand that the matter be submitted to mediation in which case the matter shall be mediated by a mediator agreed upon by the parties, and in the event the parties can not agree upon a mediator, by a mediator appointed by the judge to whom the case is assigned. Mediation shall be initiated by the serving of a demand for mediation on the other party with the proposed name of a mediator.

Within seven days after receipt of such demand, the party receiving the demand shall notify the party serving the demand whether it agrees to the mediator proposed, and if not, the name of a mediator proposed by such party. The party making it the demand for mediation shall notify the other party within seven days whether the party making the demand agrees to the proposed mediator. If the parties do not agree upon a mediator, either party may request the Court to appoint a mediator who may be a magistrate of such Court. If a demand for mediation is made all discovery proceedings in the legal action shall be stayed and no motions shall be filed until the mediation is completed. The time and place of the mediation conference shall be set by the mediator. No statements made by a party during the mediation shall be used in evidence at the trial of the action. The expense of the mediator, if any, shall be divided equally between the parties.

§ 15.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

§ 15.5.1 The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to the Contract. This mutual waiver includes:

- .1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and,
- .2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, for loss of profit except anticipated profit arising directly from the Work, and for any amount which the Contractor is required to reimburse the surety by reason of expenses incurred by the surety related to correction or completion of the Work.

§ 15.5.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

§ 16.1.1 If the Architect fails to certify payment as provided in Section 12.3 through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1, the Contractor may, upon seven additional days written notice to the Owner and the Architect, terminate the Contract in which case the Contractor shall be entitled to be paid for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery ordered in reliance upon the contract, and for reasonable overhead and profit on the remainder of the Work that was not completed.

§ 16.1.2 Owner payment of undisputed amounts to the Contractor within the seven (7) additional days shall ender null and void the Contractor's right to terminate the Contract as provided in §16.1.1 and the Contractor shall

continue to faithfully and diligently execute the Work under this Contract and shall not be entitled to additional payment for claims of loss with respect to materials, equipment, tools and construction equipment and machinery ordered nor for additional overhead and profit.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice sent by U.S. Mail or courier, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor; and,
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In case of such termination for the Owner's convenience, the Contractor shall be entitled to be paid for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery ordered in reliance upon the contract, and for reasonable overhead and profit on the remainder of the Work that was not completed

§ 16.4 Under no circumstances shall the Owner be liable to the Contractor and the Contractor's Surety if the Surety takes over the Contract for more than the contract price.

OWNER (Signature)

(Printed name, title and address)

CONTRACTOR (Signature)

« »« »
« »

(Printed name, title and address)

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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions are a part of and are attached to the Contract Documents as provided in the American Institute of Architects (AIA) Document “*A105-2007 Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project*” for this project.
- B. These Supplementary Conditions modify the AIA document(s) as originally published by the AIA and listed above for this project.

PART 2 – CONTRACT MODIFICATIONS

2.1 REFER TO §2.1 CONTRACT TIME

- A. The Contract Time extends to the Date of Final Completion as provided below.

2.2 REFER TO §2.3 SUBSTANTIAL AND FINAL COMPLETION

- A. The Date of Commencement shall occur approximately October, 2023.
- B. Substantial Completion shall occur on or before March, 2024.
- C. Final Completion shall occur on or before April, 2024.

PART 3 – PLANS AND SPECIFICATIONS MODIFICATIONS

- 3.1 Not applicable.

END OF SECTION

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**PREVAILING WAGE
DETERMINATION AND RATES**

See Appendix 1

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SECTION 01 10 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 DESCRIPTION

- A. The Base Bid work consist of, but is not limited to, the following:
 1. Protect the site during construction activities, including providing barriers to confine the work and safeguard the public, as well as installing protection to the grounds and landscaping for the duration of the project.
 2. Provide scaffolding and/or lifts as necessary.
 3. Remove dirt, mineral encrustations and clean all exterior granite and limestone surfaces as indicated on plans.
 4. Remove deteriorated mortar joints and re-point granite monument base, limestone clad obelisk, and exposed portion of original tomb structure.
 5. Repair any fractures, chips or spalls in granite and limestone facing stones as indicated on plans.
 6. Remove deteriorated joint sealants and re-caulk.
 7. Clean, remove mineral encrustations, and re-point all interior vestibule surfaces.
 8. Clean, remove failing pointing mortar, and re-point interior tomb walls.
 9. Remove debris from concrete slab landings in obelisk airshaft.
 10. Replace deteriorated black marble vestibule baseboards.
 11. Clean and seal vestibule stone floors.
 12. Remove, repair and re-install refurbished metal items, such as wall plaque, inner bronze gate, and two sets of wrought iron (inner tomb and exterior obelisk) gates.
 13. Provide new up-blast ventilator on the original tomb crypt roof for improved air circulation.
 14. Clean perimeter drainpipes and replace any damaged or clogged portions.
 15. Perform final inspection of drains using video scope.
 16. At the conclusion of the project, remove barricades and completely restore the site to pre-construction condition, including grades, grass, walkways, and staging areas.
- B. The Contractor may choose to divide the work described above in two phases.
 1. Work on Tomb exterior & Obelisk to be considered as the first priority, especially due to approaching colder weather. It will entail work requiring use of scaffolding and/or lift equipment.
 2. Work on other parts of the project may be less obstructive to occasional visitors and can be performed with relatively minor weather protective measures even during wintertime.

1.3 SITE INSPECTION

- A. Visit the site and become thoroughly familiar with the existing conditions.

- B. Report in writing to the Architect any condition not adequately covered by the Project Manual.

1.4 LAYOUT OF WORK

- A. Contractor is responsible for the proper layout of its work. Notify the Project Architect immediately of any discrepancies in the Contract Documents.
- B. The Site will be open to the public during construction. The Contractor is responsible to erect, maintain and remove safety components (e.g., partitions, barricades, safety devices, safety lights) to maintain the safety of the site and to remove all such safety components before vacating the site.

1.5 EXECUTION OF WORK

- A. It is the Contractor's responsibility to execute the Work in an orderly manner in strict accordance with all codes, ordinances and regulations.

1.6 PERMITS, FEES AND INSPECTIONS

- A. The Contractor shall obtain and pay for all local or state permits, fees or inspections as may be required for execution of the work (e.g. Life Safety inspections, re-inspections).

1.7 WORKMANSHIP

- A. Execute all Work only by personnel well qualified through training and experience in their respective trades. Ensure that only persons of such qualifications to perform the Work involved. Remedy without delay any work performed contrary to the Contract Documents to conform with the Contract Documents, without additional cost to the Owner, when so directed by the Architect.

1.8 WORK AREA AND STORAGE OF MATERIALS

- A. The Contractor shall confine its work and storage of materials to the area approved by the Architect. The Contractor shall be responsible for the protection of materials stored on the site.
- B. The Contractor shall maintain a neat and orderly worksite throughout the project.
- C. Provide orange mesh fencing at the perimeter of the work and layout areas to discourage unauthorized entry to the area.

1.9 MATERIAL DISPOSAL

- A. Daily, pick up debris and rubbish and place it into proper, temporary storage, and legally dispose it weekly.

- B. Remove from the site and legally dispose of all debris and rubbish in strict accordance with local and EPA requirements or as noted on the drawings.

1.10 CONTRACTOR'S RESPONSIBILITY

- A. The Contractor is responsible for providing the Architect, not later than the signing of the Contract Agreement, a Construction Schedule in sufficient detail to describe the sequencing and time periods for major activities.
- B. The Contractor is responsible for the coordination of all Work.
- C. Post and maintain a copy of the Affidavit of Notice of Commencement, as forwarded by the Owner, on the job site for the duration of the Project.
- D. The Contractor is responsible for maintenance of all access roads and pathways to the project site, rubbish containers, storage areas, etc. At completion of work, restore the site, access roads, storage areas and all other areas disturbed by the construction to the original conditions to the satisfaction of the Architect.
- E. The Contractor is responsible for correcting any errors due to erroneous layout.
- F. The Contractor is responsible for correcting damage which may occur to adjacent areas, equipment, furnishings, etc.
- G. The Contractor is responsible for producing the Project, complete and ready for use in every respect, within the approved time and budget.

1.11 JOBSITE CONDUCT

- A. Harassment of any type, abusive language or attitudes, horseplay, selling, raffling, gambling or any other unacceptable behavior is prohibited. Contractor is responsible for enforcement of this policy and shall remove from the premises any of its employees or subcontractors who do not fully comply. Failure to enforce this requirement may be grounds for contract termination.
- B. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol on premises is prohibited. Contractor is responsible for enforcement of this policy and shall remove from the site any of its employees or subcontractors who do not fully comply. Failure to enforce this requirement may be grounds for contract termination.
- C. The possession of any weapon is prohibited on premises. Contractor is responsible for enforcement of this policy and shall remove from the premises any of its employees or subcontractors who do not fully comply. Failure to enforce this requirement may be grounds for contract termination.
- D. Employees shall be in appropriate clothing and easily identifiable while on site. Shirts and shoes must be worn at all times. Clothing shall be laundered as needed to maintain

a presentable appearance shall not be not torn or ripped. Uniforms are preferred. Workers, if not wearing a uniform, shall not wear shorts or loose clothing. Denim jeans are permissible. T-shirts with inappropriate designs, slogans or lettering of any type are not permitted.

- E. Each employee shall have some form of picture identification, such as official driver's license or employer issued identification, in his or her possession while working.

1.12 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- C. Clean surfaces free of spatters or deposits of paint, plaster, mortar, concrete, adhesives, oil or other material foreign to surfaces involved.
- D. Remove all construction debris and trash from landscaping, grass, and parking areas.

PART 2 – PRODUCTS

2.1 Not Applicable

PART 3 – EXECUTION

3.1 Not Applicable

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 RELATED DOCUMENTS

- A. This Section includes administrative and procedural requirements for submittals required for performance of this Work.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. After award and before date of Commencement, coordinate with the Architect to mutually agree on the submittal schedule and review periods.
 - 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on label or title block.
 - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Name and address of the Architect
 - d. Name and address of the Contractor
 - e. Name of the manufacturer (if applicable)
 - f. Number and title of appropriate Specification Section
 - g. Drawing number and detail references, as appropriate

- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will accept submittals only from the Contractor.
 - 1. On the transmittal record relevant information and requested data..
 - 2. On the form or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.

1.4 CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: After award and before date of Commencement, prepare and submit a horizontal bar-chart construction schedule based on critical path logic and indicating weekly or daily activities on a time scale.
- B. Phasing: As appropriate for the project, on the schedule, show how requirements for phased Work by separate Subcontractors and third party Contractors and will affect the sequence of Work.
- C. Work Stages: Indicate important stages of construction for each major portion of the work, including submittal review, testing, and installation, mobilization, demobilization, and major segments of construction.
- D. Area Separation: Provide a separate time bar to identify each major construction area for each portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: For projects over \$200,000 construction value, at the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.
- F. Distribution: Upon Architect’s approval of the Construction Schedule, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office. For projects with no project meeting room or temporary field office, have copies available at the project site at all times.
- G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor’s Construction Schedule, prepare a complete schedule of submittals. Submit the Schedule within 10 days of the date required for submittal of the Contractor’s Construction Schedule.
 - 1. Coordinate Submittal Schedule with the list of subcontractors, Schedule of Values, and the list of products as well as the Contractor’s Construction Schedule.
 - 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal
 - b. Related Section numbers
 - c. Submittal category (shop Drawings, Product Data, or Samples)
 - d. Name of the subcontractor
 - e. Description of the part of the Work covered
 - f. Scheduled date for resubmittal
 - g. Scheduled date for the Architect’s final release or approval
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and post in the same location. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

1.6 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND O & M MANUAL

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviation from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements
- C. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate applicable information. Include the following information:
 - a. Manufacturer’s printed recommendation
 - b. Compliance with trade association standard
 - c. Compliance with recognized testing agency standard
 - d. Application of testing agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements

- D. Submit Samples in size as indicated in corresponding Specification Section. Samples include whole or partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern, cured and finished as specified, and physically identical with the material or product specified.
 1. Prepare Samples to match the Architect’s sample. Include the following information:
 - a. Specification Section number and reference
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time

- E. O & M Manual Information to include operating and maintenance requirements and suggested spare parts recommended by the manufacturer.

- F. Provide one (1) electronic version in pdf format for review, of all line drawings and catalogue cuts. Provide two (2) samples each of all items indicated in table below.

- G. Verify and coordinate with all Specification Sections accuracy of the following list of shop drawings, product data and samples required:

Section #	Item Description	Qualifications	Mock-up	Product Data	Samples	Shop Drawings	O & M Manual
01 43 00	Quality Assurance	X					
01 78 00	Documentation and Closeout			X	X	X	X
04 01 40	Stone Cleaning		X	X	X		

04 01 40.61	Stone Repair		X	X	X		
04 01 40.62	Stone Repointing		X	X	X		
07 92 00	Joint Sealant		X	X	X		

H. Do not use Shop Drawings and Product Data without an appropriate final stamp indicating action taken.

1.6 FIELD MEASUREMENTS

- A. Verify all conditions, which may effect the execution of the Work.
- B. Report any major discrepancies between the estimated and actual amount of damage to the structural elements after removal of the existing roofing. Values in excess of twenty (20) percent above or under assumed or expected amounts shall be considered major.

PART 2 – PRODUCTS

2.1 Not applicable.

PART 3 – EXECUTION

3.1 Not applicable.

END OF SECTION

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SECTION 01 35 91 - SPECIAL PROCEDURES ARCHAEOLOGICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. This section includes but is not limited to the following:
 - 1. Procedure to follow during the work.
 - 2. Procedure to follow in the event of discovery of historical artifact(s).
- B. Related Sections
 - 1. Section 01 11 00 Summary of Work

1.3 DEFINITIONS

- A. Artifact: Items made or used by people over fifty years ago.
- B. Feature: Evidence of past human activity, such as hearth or storage pit.
- C. Construction limit: This is an area that is indicated and outlined on the Drawings. This outlined area is designated on the Drawings as the "Construction Limit".

1.4 PRE-CONSTRUCTION ARCHAEOLOGICAL SURVEY

- A. Since this project is being constructed upon a historical site, every effort has been made to preserve important historical and archaeological items.
- B. Prior to the advertisement for bids and the beginning of construction, the site underwent an initial archaeological survey. This was done in order to define the limits of the scheduled "Construction Limit" area. However, it is probable survey has not identified every artifact, that artifacts remain in the "Construction Limit" area.

1.5 FIELD ARCHAEOLOGIST

- A. The Owner has arranged to have a Field Archaeologist on the site to observe excavation operations.
- B. The Field Archaeologist must be present for any work to occur, including staging, installation of temporary roads, erection of fences, or any other aspect of the work not mentioned specifically.

1.6 OWNERSHIP OF ARTIFACTS

- A. If artifacts or features are uncovered on the site, said artifacts belong solely to the Owner. Contractor shall exercise diligent care not to damage features or uncovered artifacts, and shall immediately turn artifacts over to the Owner, through the Field Archaeologist.

1.7 AUTHORITY TO STOP WORK

- A. The Field Archaeologist has the authority to stop construction activities at any time where it appears to the Field Archaeologist that a feature or an artifact is being uncovered or potentially damaged.

1.8 PROCEDURE TO FOLLOW DURING WORK

- A. Publish schedules of construction and immediately notify the Project Architect and Field Archaeologist of any change.
- B. Erect fencing to contain construction activity in a clearly defined construction area.
- C. Undertake repairs sequentially, finishing one project area completely before commencing the next.
- D. Install and remove the temporary construction road to limit compaction of soils in the Construction Area. Remove roadway, fencing, and all evidence of construction activity at conclusion of repair work.
- E. Obtain Field Archaeologist's written acceptance of completed work area before proceeding to next scheduled area.

1.9 PROCEDURE IF ARTIFACT IS FOUND

- A. The Field Archaeologist will make an immediate decision as to whether the item discovered is an artifact or not.
- B. If an artifact is uncovered during the excavation for this project, the Project Architect will assess the impact of the time needed to safely retrieve the artifact.
- C. The Field Archaeologist will utilize the following procedure:
 - 1. Stop the excavation operations for a minute or so to investigate the item uncovered to decide if it is an artifact.
 - 2. If the Field Archaeologist decides that a feature or an artifact has been uncovered, the Field Archaeologist will notify the Contractor and immediately begin the process of excavating the portion of the feature in the construction zone and safely removing any artifacts.
 - a. In most instances this should take less than one hour. Due to the previously

completed archaeological survey, it is anticipated that the items discovered will be small.

3. If the uncovered feature or artifact involves more complicated removal techniques, the Field Archaeologist may need to confer with the Owner, Architect, and others with respect to the feature excavation of artifact removal. The Field Archaeologist will inform the Contractor of this fact.
 - a. The Contractor shall then immediately cease operations on that portion of the excavation and then make every effort to arrange the Work around the Field Archaeologist and the uncovered feature or artifact.
 - b. The cooperation and coordination with the Field Archaeologist shall be complete.
 - c. The requirement for flexibility of the Excavation Schedule should permit this accommodation.
4. When the uncovered artifact involves more complicated removal techniques:
 - a. The Field Archaeologist may stop the excavation operations for several hours in that portion of the excavation where the feature or artifact is located.
 - b. The Contractor will be advised what the approximate time for removal of the feature or artifact. The Contractor shall then make appropriate arrangements for continuing the excavation process at another location.
 - c. The Field Archaeologist will make arrangements to excavate the feature and/or process and remove the artifact.
5. It is anticipated that in the most complicated case, the excavation of a feature and/or the removal of an artifact will take no longer than 72 hours.

1.10 SCHEDULING

- A. The Contractor's schedule for the excavation portion of this Project shall be flexible enough to accommodate the Owner's requirements for the retrieval of artifacts which may, or may not still lie within the "Construction Limit".
- B. The Contractor shall update the excavation schedule as often as necessary.
- C. The Contractor shall keep the Project Architect and the Field Archaeologist continually informed and up-to-date with the excavation schedule.

1.11 PRE-EXCAVATION MEETING

- A. Convene at the site one (1) week prior to commencing underground work.
- B. Require attendance of parties directly affecting, or affected by, work of this section.
- C. As a minimum, review the following requirements:
 1. Scheduling

2. Coordination
 3. Procedures
- D. Discuss and implement additional procedures that may be required to comply with this section.

1.12 DAMAGES

- A. Failure on the part of the Contractor to adhere to these procedures will result in damages being assessed by the Owner against the Contractor. The amount to be assessed will be the cost of restoring those portions of the site outside of the Construction Limit and the cost of remediating cultural artifacts, at a minimum.
- B. The Contractor shall be responsible for the cost of the initial work stoppage and assessment by the Field Archaeologist of damage to cultural features.
- C. The Contractor shall be responsible for additional costs as may apply, including but not limited to:
1. Archaeological remediation and retrieval of artifacts.
 2. Cataloging and curation of artifacts.
 3. Repair of any damages caused, such as ruts, compaction, and excavation.

PART 2 – PRODUCTS

Not Applicable

PART 3 – EXECUTION

Not Applicable

END OF SECTION

SECTION 01 43 00 - QUALITY ASSURANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 QUALITY ASSURANCE

- A. General Contractor Qualifications: Work shall be performed by a contractor having not less than five (5) years satisfactory experience on comparable projects including three (3) or more projects of similar scope that have been completed in the last five (5) years.
- B. Refer to individual specifications sections for additional Contractor Qualifications and submittal requirements specific to the scope of work described.

PART 2 – PRODUCTS

2.1 Not Applicable

PART 3 – EXECUTION

3.1 Not Applicable

END OF SECTION

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SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security, and protection.
- B. Specific locations to be used for temporary offices, parking, sanitary facilities, and Contractors' lay down areas shall be designated by the Owner.
- C. The Owner will review and have final approval on locations and routing of temporary services.
- D. Maintain and repair permanent work that is damaged as a result of temporary facilities work.
- E. Place temporary services into operation in an expedient manner so as to avoid any delay in the Work. When using utilities services paid for by the Owner, Contractor is expected to use such services judiciously.
- F. Temporary utilities include, but are not limited to,
 - 1. Water service and distribution: To be provided by contractor.
 - 2. Temporary electric power and lighting: to be provided by contractor.
- G. Temporary construction and support facilities required include, but are not limited to:
 - 1. Temporary enclosures
 - 2. Scaffolding and/or lift.
- H. Security and protection facilities required include, but are not limited to:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, lights
 - 3. Environmental protection
 - 4. Temporary fencing: Contractor shall provide fencing required for the security of his materials and equipment and fencing needed to protect and prevent public access to areas of his work that may pose safety hazards.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to:
 - 1. Building code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police and Fire department rules
 - 5. Environmental protection regulations
- B. Inspections: Arrange for Authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certification permit.

1.4 FIELD MEASUREMENTS

- A. Verify all conditions which may affect the execution of the Work.

1.5 TEMPORARY UTILITIES

- A. Temporary Electricity:
 - 1. Contractor to provide. (Existing electric power to the site is provided by the Village of Ft. Recovery.)
- B. Telephone Services:
 - 1. Contactor to provide.
- C. Temporary Water Service:
 - 1. Contractor to provide. (Existing water at the site is owned by the Village of Ft. Recovery).

1.6 TEMPORARY FACILITIES

- A. Temporary Sanitary Facilities:
 - 1. Contractor should provide temporary facilities during construction operations, in a location to be agreed with Owner.
 - 2. Contractor is to take precautions to leave any public sanitary and or vending facilities in clean condition after their use.
- B. Protection of Installed and Existing Work:
 - 1. Protect installed and existing work and provide special protection where specified in individual specification sections.

2. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
 3. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
 4. Protect finished floors, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Security:
1. Provide security and facilities to protect work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
 2. Coordinate with Owner's security program.
- D. Progress Cleaning and Waste Removal:
1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
 2. Remove debris and rubbish from pipe chases, plenums, and other closed or remote spaces, prior to enclosing the space.
 3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
 4. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.
 5. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- E. Parking:
1. Street parking is available near site for the Contractor's use. Coordinate use with Village of Ft. Recovery.
 2. Access to the site is available at all reasonable hours, coordinate with Owner.
- F. Temporary Storage:
1. The contractor is to provide temporary storage trailers suitable for weathertight storage in the area to be agreed with the OHC site representative.
- G. Dumpsters: Coordinate location of any dumpsters with the OHC site representative.
- H. Scaffolding: Contractor is responsible for providing all scaffolding and obtaining necessary permits. Scaffolding is to be left in place for the duration of the project
- 1.7 REMOVAL OF UTILITIES, FACILITIES, AND CONTROL
- A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.
 - B. Clean and repair damage caused by installation or use of temporary work.

- C. Restore existing and permanent facilities used during construction to original condition.
Restore permanent facilities used during construction to specified condition.

PART 2 – PRODUCTS

2.1 Not applicable.

PART 3 – EXECUTION

3.1 Not applicable.

END OF SECTION

SECTION 01 78 00 - DOCUMENTATION AND CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section includes administrative and procedural requirements for project closeout such as, and not limited to:
 - 1. Inspection procedures
 - 2. As-built document preparation and submittal
 - 3. Project record closeout document submittals
 - 4. Operating and maintenance manual submittals
 - 5. Submittal of warranties & guaranties
 - 6. Final cleaning
- B. Comply with additional closeout requirements, if any, in Divisions 2 through 26.

PART 2 – PRODUCTS

- 2.1 Not used.

PART 3 – EXECUTION

3.1 PLANNING AND PREPARATION

- A. Construction Schedule: Prior to signing Contract Agreement, submit to the Architect a Contractor’s Project Schedule in sufficient detail to indicate major work activity types, and their start dates and finish date. Include also in the schedule; periods for Mobilization, Shop Drawing Submittals, De-mobilization, Substantial Completion, Closeout Document Submittals, and Final Completion.
- B. Schedule of Values: Within 14 days after receiving the Notice to Proceed, submit to the Architect a draft Schedule of Values on AIA Form G703 – Application for Payment Continuation Sheet, or in other form acceptable to the Architect. Include sufficient detail to allow reasonable evaluation of work in place, the labor required to accomplish the work, and stored materials (both on-site and off-site). Revise the draft until acceptable to the Architect.
- C. Plan Approval Documents: Upon mobilization, secure on site, the set of construction documents bearing the approval stamps and comments affixed by government authorities (“Plan Approval Documents”). Do not use these documents for routine project activities. Append the Plan Approval Documents with copies of approved Change Orders. Make the documents available to the Owner, Architect, and authorized government authorities upon request. Submit the As-built Documents as described in this Section.
- D. As-built Documents: Upon mobilization to the site, secure one set of documents (Drawings, Project Manual, and Shop Drawings when appropriate) clearly marked

“Contractor As-Built Set.” Make the documents available to the Owner and Architect upon request; submit the As-built Documents as described in this Section.

1. Maintain a clean, undamaged set of the Project Manual (including specifications), Drawings, Change Orders, and Shop Drawings.
 2. During the construction period, and as an activity occurs, mark the set using colored pencils to show the actual installation when it varies substantially from the Work as originally shown. Consistently use specific pencil marking colors to distinguish between separate categories of the Work.
 3. Mark new information that was not shown on Contract Drawings or Shop Drawings, but is likely to be important or useful to the Owner, or will be useful to future contractors, architects, and engineers.
 4. Indicate locations of items or concerns that will be concealed from view. For subgrade objects, provide dimensions from permanent, visible objects and indicate the depth below grade.
 5. Mark whichever drawing is most appropriate for showing conditions fully and accurately. When Shop Drawings are used, record a cross reference at corresponding locations on Contract Drawings.
 6. Mark related Change Order numbers and Architect’s field directives where applicable.
- E. Within 30 days of the Commencement Date, submit a draft of the Operating and Maintenance Manual(s) for the Architect’s review and approval as further described in the Section.

3.2 PRIOR TO REQUESTING SUBSTANTIAL COMPLETION INSPECTION

- A. As applicable for the project, compile and begin assembly of Project Record Information, such as Operating and Maintenance Manuals, final project photographs, as-built Project Manual, Drawings, and Shop Drawings, warranties, certifications, government approved construction documents, damage or settlement survey, property survey, and similar final record information.
- B. Advise insurance and bond companies of project status.
- C. Submit written notice to the Owner of pending insurance change-over dates and related requirements.
- D. Ensure availability of specific warranties, maintenance agreements, final certifications, and similar documents.
- E. Instruct Owner’s personnel in the operation of all devices and systems.
- F. Submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- G. Initiate demobilization from the site.

3.3 AFTER REQUESTING SUBSTANTIAL COMPLETION INSPECTION AND BEFORE THE INSPECTION DATE

- A. Remove temporary facilities from the site, as well as construction tools, mock-ups, and similar elements.
- B. Complete final clean-up requirements, including touch-up painting and site cleaning. Touch-up and otherwise repair and restore finishes damaged during the Contract Period.
- C. Change billing of utilities from Contractor to the permanent user, as needed.
- D. Complete demobilization from the project site, including and not limited to:
 - 1. Remove tools and unused equipment and supplies.
 - 2. Remove and legally dispose of all trash, debris, and all temporary project signage.
 - 3. Remove temporary facilities and associated utilities.

3.4 AFTER SUBSTANTIAL COMPLETION AND BEFORE FINAL COMPLETION:

- A. Request Consent of Surety to Final Payment
- B. Deliver as-built documents and Operation and Maintenance Manuals to the Owner's Project Manager, unless instructed otherwise by the Owner's Project Manager.
- C. Deliver tools, spare parts, extra stock, and similar items.
- D. Submit Consent of Surety to Final Payment and release of liens.
- E. Submit a final liquidated damages settlement statement, if applicable.
- F. Submit final Application for Payment. Indicate percentages complete for all items. When 100 percent completion can not be shown, include a list of incomplete items, the value of incomplete construction, reasons the Work is not complete, and the anticipated date of completion.

3.5 OPERATING AND MAINTENANCE MANUALS

- A. Include the following types of information in each manual, in generally the order listed:
 - 1. Table of Contents
 - 2. Emergency instructions
 - 3. Spare parts list
 - 4. Copies of warranties
 - 5. Manufacturer name w/ contact info.
 - 6. Installation company w/ contact info.
 - 7. Operation Instructions
 - 8. Maintenance Instructions
 - 9. Maintenance Schedules
 - 10. Maintenance Inspection Procedures

11. Inspection Procedures
12. Shop Drawings and Product Data (including MSDS sheets)

- B. Submit a draft of the Operating and Maintenance Manual(s) for the Architect's review and approval. Submit the draft in a hard-back 3-ring binder with clear vinyl insert sleeves on the front and the spine for inserting identification, identical to the proposed final binder, to include: Include on the cover insert, neatly printed or typewritten the OHC Project Number and Name, Contractor name, address, and contact information, Commencement Date and Substantial Completion Date. Include the OHC Project Number and Name, Commencement Date and Substantial Completion Date on the spine insert, neatly printed or typewritten.
- C. Table of Contents, arranged to match applicable CSI specification section numbering or other appropriate arrangement for consideration.
- D. Provide multiple volumes when necessary to contain the information with no over-filling of a binder. Clearly identify each volume as one volume of a set of several volumes, i.e., "Vol. 1 of 3, Vol. 2 of 3," etc. on the front cover, the spine, and the Table of Contents.
- E. When the use of multiple volumes is appropriate or required, indicate such in the Table of Contents and provide the Table of Contents in each volume.
- F. Provide tabbed divider sheets with typewritten or neatly handwritten descriptions on the tabs.
- G. Revise and re-submit the draft as necessary to obtain the Architect's approval.
- H. Submit specific warranties, maintenance agreements, final certifications, and similar documents.

3.6 OPERATING AND MAINTENANCE INSTRUCTIONS AND TRAINING

- A. The installer of a device or piece of equipment that requires human operation or maintenance shall meet with the Owner's personnel and instruct them in the proper operation and maintenance of the devices and equipment.
- B. If installers are not experienced in operating and maintenance procedures, provide instruction by manufacturer's representatives that do have such experience.
- C. Provide a detailed review of the following items:
 1. Maintenance manuals
 2. Record documents
 3. Spare parts and materials
 4. Tools
 7. Identification systems
 9. Hazards / Safety Recommendations
 10. Cleaning
 11. Warranties and bonds

- 12. Maintenance agreements and similar commitments
 - 13. Other information as appropriate.
- D. Warranty Period: Promptly assist and advise Owner's maintenance personnel to debug equipment. Promptly correct deficiencies during the warranty.

3.1 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
- B. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- D. Remove temporary protection facilities installed for protection of the Work during construction.
- E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- F. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property.
- G. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
- H. Unless otherwise directed by Owner, remove waste materials from the site and dispose of legally.

END OF SECTION

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SECTION 02 41 00 – SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish all labor, materials, equipment and services necessary to execute all Demolition Work as shown in the Contract Documents, scheduled and specified.
- B. All demolition work to be executed as shown in the Contract Documents.
- C. The Owner may elect to keep any item of material or equipment scheduled for removal or demolition. The Architect will inform the respective Contractors of these items to be retained along with designated areas to deliver them.
- D. Any items of equipment or other materials not retained by the Owner will become the property of respective Contractor and will be disposed of by Contractor.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction, clean salvaged items and deliver them to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, clean and repair items to functional condition adequate for intended reuse. Reinstall them where indicated. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before the work begins. Digital photographs on thumb drive or cd are acceptable.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- B. Provide safeguards, including barricades, temporary fences, signage and other similar items that are required for the protection of all personnel during demolition and removal operations.
 - 1. Maintain fences, barricades and other similar items around exposed excavations until such excavations have been completely filled.
- C. All demolition work shall be performed in an orderly and professional manner
- D. Use care not to damage adjoining surfaces and work scheduled to remain. Damages to surfaces scheduled to remain or adjoining work shall be repaired, patched or replaced to the satisfaction of the Architect at the expense of the Contractor that caused the damage.
- E. Control dust to the absolute minimum at all times, inside and outside of the building. Dampen rubbish with water during handling and transporting.
- F. Trees: Protect trees within the project site which might be damaged during demolition or deconstruction, and which are indicated to be left in place, by a 6 foot high fence.
 - 1. Erect and secure fence a minimum of 5 feet from the trunk of individual trees or follow the outer perimeter of branches or clumps of trees.
 - 2. Replace any tree designated to remain that is damaged during the work under this contract with like-kind or as approved by the Architect.
- G. Weather Protection: For portions of the building to remain, protect building interior and materials and equipment from the weather at all times.

3.2 CLEAN-UP

- A. Remove rubbish from the site daily. Maintain area as clean and orderly as possible during the course of work. Clean up completely at the end of each work day.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before demolition operations began.

END OF SECTION

SECTION 04 01 40 - STONE CLEANING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Description: Furnish all labor, material, tools, equipment and incidentals necessary to perform cleaning of all granite areas using CO2 (dry ice) blasting method.
- B. Related work specified elsewhere:
 - 1. Section 04 01 40.61 Stone Repair
 - 2. Section 04 01 40.62 Stone Repointing

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit manufacturer's technical data sheet for product indicated including recommendations for their application and use.
- B. Submit a work plan describing capture, storage, and disposal as required and/or governed by any and all local, state, and/or federal laws, codes, and regulations.
- C. Mock Up: See paragraph 1.5 Test Panels

1.4 QUALITY ASSURANCE

- A. Cleaning operations shall be carried out by a firm with a minimum of five years specialized experience in the cleaning of historic architectural masonry.
 - 1. Provide at least one person who shall be present at all times during the execution of the work of this section, who shall be thoroughly familiar with the specified requirements, and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the specialized methods and materials to be used in this work.
- B. Certificate of evidence: The Contractor shall submit to the Architect written record of projects for which the Contractor has performed masonry cleaning of materials the same as those on this building. Evidence or certification of experience shall contain a list of at least (5) projects of comparable size and complexity having been satisfactorily completed.

- C. During cleaning operations, the Contractor shall prevent solids, such as masonry cleaning residue, from the drains and drain lines. The Contractor will be held responsible for cleaning out drains and drain lines which become blocked or filled as a result of work performed under this contract.
- D. Regulatory Requirements: Comply with municipal and Federal regulation governing the cleaning, chemical waste disposal, scaffolding and protection to adjacent properties.

1.5 TEST PANELS

- A. Test Panel Conference: Prior to commencing the work, schedule and attend a meeting at the jobsite to discuss conformance with requirements of specification and job site conditions. Representatives of Owner, Architect, Contractor, and any other parties who are involved in the scope of this process must attend the meeting.
- B. The Contractor shall arrange for providing test panels. Minimum size of test panels shall be a 4 ft. by 4 ft. area. Manufacturer's application instructions shall be followed. Allow a minimum of 7 days drying time before inspection or longer if possible. Test panel areas should remain available for comparison during the cleaning process.
- C. Prior to cleaning sample panels, the Contractor shall submit to the Owner's Representative his written description of cleaning methods, working pressures, materials and equipment proposed for use in cleaning each type of masonry. Actual samples of any chemicals shall be submitted along with letters of certification from manufacturer that chemical concentrations do not exceed those specified above.
- D. Each test panel must be carefully labeled, charted, and photographed.
- E. Notify the owner's representative seven (7) days in advance of the dates and time when the test panels will be installed. No work shall commence before the scheduled Test Panel Conference.
- F. The Contractor shall obtain the Owner's Representative's written approval of cleaning methods, working pressures, materials, equipment used and sample panels before proceeding with building cleaning operations.
 - 1. For this written approval purpose, the Contractor shall allow a minimum of seven calendar days after completion of sample cleaning to permit the Owner's Representative to study the sample panels for negative reactions.
 - 2. Approved sample panels shall be marked and left unaltered.
 - 3. Approved samples will be used as the standard for similar work throughout the project.

1.6 PROJECT/SITE CONDITIONS

- A. Contractor shall be responsible for protecting all existing adjacent materials,

landscaping and other existing materials that are not intended to be treated.

- B. Contractor shall be responsible for the repair of all damaged adjacent materials, including landscaping, due to the execution of the work at no additional expense to the owner. Repairs shall be made by qualified mechanics skilled in the type of repairs required, to the satisfaction of the owner's representative
- C. Protect adjacent areas and surfaces not being treated with barriers suitable for the product being used. Appropriate care should be taken at drains and similar openings that may come in contact with the product.
- D. Take appropriate precautions to avoid harm to pedestrians and nearby property.
- E. Environmental Requirements: No cleaning shall be executed when air or masonry surface temperature is below 45 degrees F, unless adequate approved means are provided for maintaining a 45 degrees F temperature of the air and materials for 48 hours subsequent to cleaning.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Clean and disinfect the external surfaces of the obelisk, benches, retaining walls, balustrade, and pylons with solutions such as:
 - a. D/2 Biological Cleaning Solution,
 - b. Light Duty Restoration Cleaner,
 - c. Hot water pressure washer.
- B. Substitute cleaning methods will be considered with acceptable documentation from the contractor verifying alternate method will be equal to or better than the basis of specification.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Pre-cleaning Conference:
 - 1. Prior to beginning the stone cleaning work, the Contractor shall schedule with the Owner's Representative a mutually agreeable time to conduct cleaning tests to evaluate various dilution rates, rinse pressures and procedures required to evaluate the final appearance and test results. See paragraph 1.5 Test Panels.
 - 2. After the test panels have thoroughly dried the Owner's Representative shall evaluate the panels and select the best procedures for cleaning the exposed

exterior stone surfaces.

3. The Contractor shall proceed with cleaning the exposed exterior granite surfaces in accordance with the procedures established for the approved test panel and all other manufacturer's recommended procedures.
- B. Surface Preparation: Perform preliminary cleaning by brushing, sweeping, wiping, scraping, vacuuming, and other approved methods as required by existing conditions. Use tools that will not damage the masonry.

3.2 PROTECTION AND CLEAN-UP

- A. Precautions:
1. Follow manufacturer's directions for personnel protection, handling, application and use of cleaning products.
 2. Protect all parts of the building not being cleaned and surrounding materials on site from damage during the cleaning process, coming in contact with the cleaning materials and run-off.
 3. Fully protect all metals, painted and polished surfaces.
 4. Provide protection for plants, shrubs and adjacent surfaces in accordance with the manufacturer's recommendations.
 5. Protect workmen and pedestrians from cleaning chemicals, overspray and run-off.
- B. Remove rubbish from the site daily. Maintain area as clean and orderly as possible during the course of the work.
- C. Clean and restore sidewalks, paving, and lawns soiled or damaged as a result of the cleaning operations. Remove all protective materials.

END OF SECTION

SECTION 04 01 40.61 - STONE REPAIR

PART 1-GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, Bidding Requirements, Contract Conditions, and Division 1 Specification Sections in their entirety apply to this Section.

1.2 SUMMARY OF WORK

- A. Extent of masonry restoration work is as shown on the Drawings and as specified herein.
 - 1. The drawings endeavor to show the extent of masonry restoration work required. The contractor shall review the Drawings AND Photographs and make a Pre-bid field visit to verify all work whether shown or not shown on the Drawings.
- B. The work of this section includes, but is not limited to:
 - 1. Repairing fractures in granite.
 - 2. Patching spalls and chips in granite.
- C. Related Sections:
 - 1. Section 04 01 40 - Stone Cleaning
 - 2. Section 04 01 40.62 - Stone Repointing
 - 3. Section 07 92 01 - Joint Sealants

1.3 QUALITY ASSURANCE

- A. Restoration Specialist: Work must be performed by a firm having not less than five (5) years successful experience in comparable masonry restoration projects and employing personnel skilled in the restoration process and operations indicated.
 - 1. Only skilled journeymen masons who are familiar and experienced with the materials and methods specified and are familiar with the design requirements shall be used for masonry restoration.
 - 2. One skilled journeyman mason, trained and Certified by the specified stone repair system manufacturer, shall be present at all times during masonry restoration and shall personally direct the work.
- B. Field -Construction Mock-ups:
 - 1. Prior to start of general masonry restoration, prepare the following sample panels and sample areas on building where directed by Owner's Representative:
 - a. Crack Repair: Prepare a sample area for each type of crack repair required for stone. Repair shall demonstrate methods and quality of workmanship expected for crack repair.
 - b. Patching: Prepare on-building sample of each type of stone and masonry construction to be patched. Patching and mold shall demonstrate methods and quality of workmanship expected of repair work.
 - c. Sample panel size to be 4 ft. x 4 ft.

2. Obtain Owner’s Representatives’ acceptance of visual qualities in writing before proceeding with the work.
3. Retain acceptable panels in undisturbed condition, suitably marked, during restoration as a standard for judging completed work.
4. Samples of each type of repair work shall be done in an area that will be exposed to the same weathering conditions as the building.
5. Allow samples to cure at least three days before obtaining acceptance of color, texture and detailing match.
6. Samples shall be viewed from an approved distance.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each product specified, recommendations for their application and use. Include test data and certifications substantiating that products comply with requirements.
- B. Submit the following items in time to prevent delay of the work and to allow adequate time review and resubmittals, if needed. Do not order materials or start work before receiving the written approval:
 1. Written certificates from the patching materials manufacturer should be submitted stating that all installers of the patching material have successfully completed a training workshop for installation of the patching material, or have met alternative workmanship qualifications acceptable to the manufacturer, or provide written certification from the manufacturer that on-site training services have been contracted for.
 2. Material Safety Data Sheets (MSDS) as appropriate.
 3. Certificates, except where the material is labeled with such certification, by the producers, of the materials, that all materials supplied comply with all the requirements of these specifications and the appropriate standards.
 4. Color-match patch samples fabricated on pieces of appropriate masonry from or on the building using the specified repair mortar as required. A minimum of three color shades shall be provided, representing the range of colors present in the existing stonework.
 5. Written verification that all specified items will be used. Provided purchase orders, shipping tickets, receipts, etc. to prove that the specified materials were ordered and received.
- C. Restoration Program: Submit written program for each phase of restoration process including protection of surrounding material on building and site during operations. Describe in detail material methods and equipment to be used for each phase of restoration work.
- D. Substitutions
 1. If alternative methods and materials to those indicated are proposed for any phase of restoration work, provide written description, including evidence of at least 10 years' successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this project. Provide

documentation showing compliance with the requirements for substitutions and the following information:

- a. Coordination information, including a list of changes needed to other work that will be necessary to accommodate the substitution.
- b. A comparison of the substitution with the specified products and methods, including performance, durability, and visual effect.
- c. Product data, including specifications for products and installation procedures.
- d. Samples, where applicable, or as requested.
- e. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the substitution on Contract completion time.
- f. Cost information, including a proposal of the net change, if any, in the contract sum.
- g. Certification that the substitution conforms to the contract documents and is appropriate for the applications indicated. Material substitution requests must be accompanied by independent laboratory test reports from a lab designated by the architect to establish equivalent performance levels and specification compliance. Testing shall be paid for by the submitting party.
- h. The Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver to site and store restoration materials in manufacturer's original unopened containers and packaging, bearing labels as to type and names of products and manufacturers, color numbers and batch numbers.
- B. Protect restoration materials during storage and construction from wetting by rain, snow or ground water, and from staining or intermixture with earth or other types of materials.
- C. Protect grout, mortar and other materials from deterioration by moisture and temperature. Store in a dry location or in waterproof containers. Keep containers tightly closed and away from open flames. Protect liquid components from freezing. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
- D. Comply with the manufacturer's written specifications and recommendations for mixing, application, and curing of grouts and patching materials.

1.6 PROTECTION / SITE CONDITIONS

- A. Protect persons, motor vehicles, building site, landscaping, surrounding structures and site accessories from injury or damage resulting from masonry restoration work.
- B. Do not perform any masonry patching unless air temperatures are between 50 degrees Fahrenheit (10 deg. C) and 90 degrees Fahrenheit (32 deg. C) and will remain so for at least 48 hours after completion of work.

- C. Prevent masonry patching materials from staining the face of masonry or other surfaces to be left exposed. Immediately remove all patching materials that come in contact with such surfaces.
- D. Cover partially completed work when work is not in progress.
- E. Protect sills, ledges and projections from droppings.

PART 2 - PRODUCTS

2.1 GENERAL

- A. **Compatibility:** Verify with product manufacturers that materials for patching, sealing, crack repair and repointing are compatible with one another and that use of a product from another manufacturer will not void product warranty.
- B. **Substitutions:** Alternates to the acceptable manufacturer will be considered only upon the basis of written request (refer to paragraph 1.4.D above) and shall include substantiation of product performance as listed in sections 2.2 and 2.3 below.

2.2 CRACK INJECTION MATERIAL:

- A. Bond cracks using two-component, high-modulus, epoxy adhesive, leaving 1/2 inch room for sealant.
 - 1. **Products:** The following shall be assumed to meet the quality and performance requirements specified:
 - a. Sikadur 33 or equal.

2.3 CRACK SEALANT:

- A. Seal cracks with a high quality elastomeric sealant.
 - 1. **Products:** Dow Corning 756 SMS Building Sealant or equal.

2.4 PATCHING MATERIAL:

- A. Patching material shall be a two-component system for patching granite and/or limestone formulated to match the color and texture of the existing stone. Material shall have a minimum 10-year successful performance history for similar projects.
 - 1. **Products:** LAST PATCH GEL for granite and/or limestone, as manufactured by Bonstone Materials Corporation; 707 Swan Drive; Mukwongo, WI 53226; (800-425-2214)
- B. Consolidate Indiana limestone and marble components of the Memorial with Hydroxylating Conversion Treatment HCT as manufactured by PROSOCO.

2.5 REINFORCING MATERIALS

- A. **Pins / Threaded rods:** Type and size are specified herein and as indicated on the Contract Drawings, if not indicated, as per patching materials manufacturer's recommendation. Anchors and dowels shall be fabricated from ANSI Type 302/304 stainless steel.

- B. Mechanical anchors and dowels (for deep repairs and overhanging repairs): Stainless steel threaded rod (ASTM F-593) with a diameter as indicated on Contract Drawings, bent and cut to lengths required to achieve embedments shown on Contract Drawings. Cut end of rod square.
- C. Adhesive: Adhesive shall be a two component epoxy gel, with minimum 4% elongation, 300 psi direct tensile bond strength, 10,000 psi tensile strength. Product shall be applicable to metals, masonry, concrete and other substrates as required, and shall be appropriate for use at ambient temperatures from zero degrees to 100 degrees Fahrenheit (-18 to 38 degrees Celsius).
 - 1. Products: Subject to compliance with requirements provide the following:
 - a. FLEXI-WELD 520T, as manufactured by Edison Coatings, Inc., Plainville, CT (800)697-8055.

PART 3 - EXECUTION

3.1 LOCATE AND MARK AREA TO BE REPAIRED / RESTORED

- A. Work areas are approximately shown on drawing. Locate areas to be repaired /restored by sounding with a hammer to detect hollow and deteriorated areas.
- B. Mark locations using chalk or crayon.

3.2 WORKMANSHIP OF PATCHING MATERIAL:

- A. Patching material workmanship shall comply with all applicable recommendations of material manufacturer's written specifications and requirements and/or as modified in this and following sections.
- B. Mixing of patching material: Mix the patching material in accordance with Manufacturer's printed instructions.
- C. Do not use any additives, such as bonding agents, accelerators, or retarders, in the patching material without prior written approval from the Manufacturer.

3.3 SURFACE PREPARATION: (for all patching work)

- A. Patching and repair work for spalled and deteriorated materials shall be accomplished with the approved Patching material, according to manufacturer's printed instructions and as specified herein.
- B. At areas to receive patches, remove all loose, spalled and deteriorating materials. If required cut away an additional 1/4 to 1/2 inch of the substrate that may be in the process of deteriorating and to ensure the surface to be patched is solid and stable. Saw cut edges of all repair areas to a minimum 1/4" depth. "Sound" remaining substrate with a hammer to verify its integrity.
- C. Remove any soil, mortar, dust and other debris or foreign material from areas to receive patch.
- D. Cut out sections shall be squared off at the edges. Do not overcut corners of the patch; stop short of corner and chip out remainder by hand without damaging surrounding masonry. Do not allow any feathered edges in the patch areas.

- E. Roughen the substrate surface as necessary to achieve the surface roughness required by manufacturer for good bond, but do not damage the substrate surface. Moisten substrate surfaces as per manufacturer's directions.
- F. For very dry or porous surfaces, pre-wet the substrate ahead of time to prevent the substrate from drawing moisture out of the patch too quickly. Re-wet the surface just before applying the patching material.

3.4 PATCHING REPAIR WORK:

- A. Prepare and mix Patching material in accordance with manufacturer's directions.
- B. Patching material shall be applied by trowel, casting-in-place or other techniques recommended by approved materials manufacturer for each specific field condition.
- C. Air, surface and product temperature must all be above minimum temperature of 50 deg F (10 deg C) at time of application and must be maintained above minimum until product has dried thoroughly.
- D. Apply patching material in one layer or several layers, according to the depth of the repairs. Comply with manufacturer's instructions when applying multiple layers for thickness of each layer, setting-up time for each layer, surface preparation between layers, etc., to ensure sound adhesion between layers. Final application of repair mortar shall be at the desired surface level and shall be tooled, shaped or carved as required to achieve proper surface profile and texture. Surfaces shall be tooled to replicate the texture, and detailing of the original surface. Do not sponge float the patch. Keep tools clean by frequent washing in clean water, but remove excess water to avoid introducing water into patch surfaces.
- E. Under hot conditions, as directed by Manufacturer, moisten repaired areas, cover and cure in accordance with manufacturer's directions. Keep patches moist and out of direct sun for at least the first day.
- F. To avoid rapid evaporation, do not patch in direct sunlight. If necessary, shade or cover work with tarpaulin or wet burlap.

3.5 PATCHING FOR DEEP OR OVERHANGING REPAIR:

- A. At areas of large, deep and overhanging repairs the installation of mechanical keying or anchoring is required. The decision whether to anchor and how frequently to provide anchors shall be based on structural requirements, the conditions of the substrate, patch dimensions and weight, and the extent to which patch integrity will rely on self-adhesion alone. Typical procedures are outlined in this section and shall be modified as required.
- B. Drill 1/4" to 1/2" diameter holes at various angles, spaced 4 to 6 inches apart in staggered rows. Clean holes using compressed, oil-free air.
- C. Insert stainless steel rods into drilled holes. Set depth and projection of rods so that at least 3/4" of patching material is placed over the rods, which are secured into the holes with the specified adhesive.
- D. Prepare and mix patching material in accordance with manufacturer's directions. Comply with all safety precautions, environmental limitations and work time limitations.

- E. Dampen patch area immediately prior to application of patching material and apply bond coat to create a good bond. Using a masonry brush, apply bond-coat to patch area, working into corners, edges and profile. Apply bond coat only to area of patch that can be covered with patch material mix before bond coat dries. Work bond coat into pieces of the substrate and under and around mechanical anchors. Do not apply excess bond coat; do not leave standing in puddles on the substrate. Do not allow bond coat material to run down onto surfaces which will not be repaired.
- F. Apply patching material to deep sections by building up in a series of multiple lifts. Comply with manufacturer's instructions for thickness of each layer, setting-up time for each layer, and surface preparation between layers to ensure sound restoration. Work patching material into all corners of patch area and under and around mechanical anchors; including the existing coated reinforcements.
- G. Clean any patching material residue from area surrounding the patch by sponging as many times as necessary with clean water. This should be done before patching material sets.
- H. Moisten, cover and cure repaired areas in accordance with manufacturer's directions.

3.6 CASTING NEW ELEMENTS OR SECTIONS

- A. In designated areas, new elements or sections shall be cast in place using specified patching compound with super-plasticized admixture.
- B. Prepare surfaces and install anchors in accordance with Section 3.7, above.
- C. Construct molds made of wood, sheet metal, plastic, rubber molding compound or other suitable material, and fasten mold to repair area as required to secure mold during casting process.
- D. Interior face of mold shall be treated for clean release of patching compounds. This may be achieved by use of polyethylene lining, high-gloss polyurethane coating, or use of approved proprietary form release agent. No form oils, silicones or teflon release agents shall be used.
- E. Prepare mixture of super-plasticized patching compound, using slow speed (250-450 rpm) paddle mixer. Mix consistency should be a viscous, plastic mortar. Do not add excessive liquid to produce an excessively thinned mixture.
- F. Pour, pump or pack the mixture into the mold, rodding, vibrating or tapping the mold with a rubber mallet while filling. Add material in shallow increments, vibrating or tapping to remove air bubbles and to allow the material to completely slump into the mold pattern after each addition. Once filling has begun, do not interrupt the process until the mold is completely filled.
- G. Allow mold to remain in place for 24 to 48 hours to assure complete through-set. Carefully strip forms to avoid damaging the "green" casting. Rub, sand or stone surfaces as required to match texture of adjacent surfaces.

3.7 REPAIRING CRACKS AND VOIDS

- A. Prepare cracked area in accordance to manufacturer's written instructions. Typical procedures are outlined in this section and shall be modified according to approved materials manufacturer.
- B. Crack repair for hairline and microscopic cracks:
 - 1. Inject cementitious crack repair material into designated cracks, using syringes, grouting pumps, or other types of injection apparatus suitable for size of crack, distance crack injection material must travel and viscosity of material used. Seal surfaces as required to prevent crack injection material from leaking out and to facilitate pumping. Take caution not to strain the face of adjacent surfaces.
 - 2. Immediately wipe spills off surfaces with clean, wet rag and allow injection material to cure as required.
- C. Crack repair for cracks larger than 1/16" and voids larger than 1/8":
 - 1. Remove loose and spalling materials, cut into crack to a minimum depth of 3/8 inches and a width of 3/16 inch. If embedded reinforcements are rusted, then cut-material deep enough to expose the rusting reinforcements and remove material around reinforcement to provide a minimum of 3/4 inch clearance for patch material.
 - 2. Clean and coat exposed reinforcements at patch work with an approved rust-preventative agent.
 - 3. Fill enlarged areas of crack repair with patching material, following repair procedures outlined in this section under Part 3, "Patch for typical repair work" and/or Part 3, "Patching for deep or overhanging repair."
- D. Inject cementitious crack repair material into designated voids and cracks, using syringes, grouting pumps, or other types of injection apparatus suitable for size of crack, distance crack repair material must travel and viscosity of material used. Seal surfaces as required to prevent crack injection material from leaking out and to facilitate pumping. Take caution not to strain the face of adjacent surfaces. Immediately wipe spills off surfaces with clean rag and compatible solvent.
- E. Unacceptable patches are defined as those with hairline cracks or showing separation from repair edges, or on which "hollow spots" can be detected by light impact. Remove unsound patches and refill to provide patches free of those defects.
- F. Final Cleaning: No steam cleaning or additional pressure cleaning shall be performed within 28 days of patch installation. No acid or alkali cleaning agents shall be used except as recommended and/or approved by patch manufacturer.

END OF SECTION

SECTION 04 01 40.62 - STONE REPOINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Description of Work:
 - 1. Repointing stone masonry.
 - 2. Mortar for filling joints and pointing.
- B. Related work specified elsewhere:
 - 1. Section 04 01 40 - Stone Cleaning
 - 2. Section 04 01 40.61 – Stone Repair
 - 3. Section 07 92 00 – Joint Sealant

1.3 SUBMITTALS

- A. Manufacturer's product data for packaged items including safety data sheets (SDS) as appropriate.
- B. Mortar Sample: Submit for verification and approval by Owner's Representative, a sample of each type of mortar used, in form of 6" long by 1/2" wide sample strips of mortar set in aluminum or plastic channels.
- C. Provide record of mortar mix, composition and field procedures to be followed.
- D. Written verification that all specified items will be used. Provided purchase orders, shipping tickets, receipts, etc. to prove that the specified materials were ordered and received.
- E. Substitutions:
 - 1. If alternative methods and materials to those indicated are proposed for any phase of restoration work, provide written description, including evidence of at least 10 years' successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this project. Provide documentation showing compliance with the requirements for substitutions and the following information:
 - a. Coordination information, including a list of changes needed to other work that will be necessary to accommodate the substitution.
 - b. A comparison of the substitution with the specified products and methods, including performance, durability, and visual effect.

- c. Product data, including specifications for products and installation procedures.
- d. Samples, where applicable, or as requested.
- e. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the substitution on Contract completion time.
- f. Cost information, including a proposal of the net change, if any, in the contract sum.
- g. Certification that the substitution conforms to the contract documents and is appropriate for the applications indicated. Material substitution requests must be accompanied by independent laboratory test reports from a lab designated by the architect to establish equivalent performance levels and specification compliance. Testing shall be paid for by the submitting party.
- h. The Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.

1.4 QUALITY ASSURANCE

- A. Repointing shall be carried out by a firm with a minimum of seven (7) years specialized experience in the repointing of historic masonry.
 - 1. Provide at least one person who shall be present at all times during the execution of the work of this section, who shall be thoroughly familiar with the specified requirements, and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the specialized methods and materials to be used in this work.
- B. The Contractor shall submit to the Architect written record of projects for which the Contractor has performed masonry repointing of materials as those on this building. Evidence or certification of experience shall contain a list of at least (5) projects of comparable size and complexity having been satisfactorily completed.
- C. Test Panel Joint Raking: Prior to raking out all areas, cut back joints at location selected by Owner's Representative, approximately 4 ft. x 4 ft., using the methods specified. Raking will continue, at no additional cost to the Owner, until an acceptable sample is achieved. This area will serve as a standard for joint raking for the entire job. It will be marked with tape and left unpointed until all other pointing is complete. Point when direct by Owner's representative.
- D. Test Panel Stone Pointing: Repoint joints, using materials and methods specified at a location selected by the Owner's Representative, approximately 4 ft x 4 ft area. The samples accepted by the Owner's representative will serve as a standard for the entire job. They will be marked with tape and left undisturbed. Pointing mortar should match historic in appearance, strength and composition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Mortar materials:

1. Fill structure joints with Type N masonry mortar, leave 1 inch for pointing mortar.
2. Pointing Mortar: CONPROCO RePoint.

2.2 MIXES

A. Mix/proportions and procedure:

1. Follow manufacturer's recommendations.
2. Color: selected from 11 standard Masonry Restoration colors or available custom color-matching samples, and as approved by Architect.

PART 3 – EXECUTION

3.1 ERECTION, INSTALLATION, APPLICATION

A. Joint raking:

1. Rake out loose and failed mortar from joints by hand using a chisel no wider than 3/4 (three fourths) joint width and mallet or by raking. NOTE: POWER CHISELS AND POWER SAWS SHOULD NOT BE USED.
2. Joint depth to be at least 1 inch, but not less than that required to expose sound, unweathered mortar.
3. Clean all mortar from stone surfaces within raked out joints to provide reveals with square backs and to expose stone (not old mortar) for contact with new pointing mortar.
4. Do not chip or spall edges of stone or widen joints.
5. Brush, vacuum or blow joints with compressed air (40 - 60 psi) to remove dirt and loose debris.
6. Thoroughly flush out joint with clean, clear water.

B. Joint repointing:

1. Rinse joint surfaces with water to remove any dust and mortar particles. Time application of rinsing so that at time of pointing excess water will have evaporated or run off and joint surfaces are damp but free of standing water.
2. Pack joints with mortar leaving no voids. Apply mortar in layers not exceeding 1/4 inch in depth until a uniform depth is formed. Compact each layer thoroughly and allow to become thumbprint hard before applying next layer.

3. Where existing stone has rounded edges, recess final layer slightly from face. Take care not to spread mortar over edges onto stone surfaces or to feather edge mortar.
 4. Do not retemper or use mortar which is partially set, is caked, or is lumpy.
 5. When mortar is thumbprint hard tool joints to match old mortar joints in profile and texture.
- C. Curing:
1. Cure mortar by maintaining in a damp (90% RH) condition for not less than 72 hours or until surface is cured. Protect joint from rapid drying due to wind (ie: covering tarps, enclosure on scaffolding), direct sun and rain until face has dried and hardened.
 2. Do not repoint stone structure when:
 - a. ambient air temperature is below 40° F or is expected to go below 40° F within 72 hours after application;
 - b. ambient air temperature is above 90° F.
 - c. substrate is colder than 40° F.
 - d. Stone structure is saturated with water during rain or if rain is expected within 24 hours after application.
 3. Allow new mortar to cure at least 30 days prior to exposure to other repairs.

3.2 ADJUSTING AND CLEANING

- A. At the time of pointing of the stone, immediately remove mortar, grout and sealant from face of the masonry.
- B. Use only tools and equipment which are clean and free of hardened or partially hardened material.
- C. Clean stone only with natural bristle or nylon brushes and water. Metal bristle brushes are NOT to be used. Use no acids, detergents, or other cleaning agents.
- D. Remove rubbish from the site daily. Maintain area as clean and orderly as possible during the course of the work.
- E. Remove all surface and surrounding areas chippings, construction debris, mortar droppings, etc. from wall surface and surrounding areas.

END OF SECTION

SECTION 079200 JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. The work of this section includes, but is not limited to, the following:
 - 1. All sealant and caulking materials and their application, wherever required for complete installation of building materials or systems.

1.3 SUBMITTALS

- A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.
- B. Samples:
 - 1. Sealants: One pint or standard tube.
 - 2. Joint Fillers: 24 inch long full section.
 - 3. Gaskets: 24 inch long full section.
 - 4. Joint Primer/Sealer/Conditioners: One pint.
 - 5. Backer Rods: 24 inch long full section.
 - 6. Bond Breaker Tape: 24 inch long full section.
- C. Quality Control Submittals:
 - 1. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
 - 2. Company Field Advisor Data: Name, business address, and telephone number of Company Field Advisor.

1.4 QUALITY ASSURANCE

- A. Installer's Qualifications: The persons installing the sealants and their supervisor shall be personally experienced in the installation of sealants and shall have been regularly employed by a company engaged in the installation of sealants for a minimum of two (2) years.
 - 1. Furnish the names and addresses of five similar projects which the foregoing people have worked on during the past two years.
 - 2. Furnish a letter from the sealant manufacturer, stating that the foregoing people are authorized to install the manufacturer's sealant materials and that the manufacturer's specifications are applicable to the requirements of this Project.
- B. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

1.5 PROJECT CONDITIONS

A. Environmental Requirements:

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F.
2. Humidity and Moisture: Do not install the Work of this section under conditions that are detrimental to the application, curing, and performance of the materials.
3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.

PART 2 PRODUCTS

2.1 SEALANTS

A. Type 1 Sealant, any of the following generic types:

1. One-part, low-modulus silicone sealant: Dow Corning's 790, General Electric's Silpruf, Pecora's 864, or Sonneborn's Omniseal.
2. One-part, non-sag polyurethane sealant: Pecora's Dynatrol I, Sika's Sikaflex 1a, Sonneborn's Sonolastic NP I, or Tremco's DyMonic.
3. Two-part, non-sag polyurethane sealant: Pecora's Dynatrol II, Sonneborn's Sonolastic NP II, or Tremco's DYmeric.

B. Type 1A Sealant:

1. For Horizontal Joints: Two-part, self-leveling polyurethane sealant for traffic bearing construction; Mameco's Vulkem 255, Pecora's Urexpan NR-200, or Bostik's Chem-Calk 550.
2. For Vertical Joints: Two-part, non-sag polyurethane sealant; Mameco's Vulkem 227, Pecora's Dynatrol II, or Bostik's Chem-Calk 500.

C. Type 1B Sealant:

1. For Horizontal Joints: One-part, self-leveling polyurethane sealant for traffic bearing construction; Mameco's Vulkem 45, Pecora's Urexpan NR-201, or Sika's Sikaflex-12SL.
2. For Vertical Joints: One-part, non-sag polyurethane sealant; Mameco's Vulkem 116, Pecora's Dynatrol I, or Sika's Sikaflex 1a.

D. Type 2 Sealant: One-part acrylic polymer sealant; Pecora's 60+ Unicrylic, PTI's 738, or Tremco's Mono.

E. Type 2A Sealant: One-part clear acrylic sealant for sealing small joints; PTI's 200 or Tremco's Small Joint Sealant.

F. Type 3 Sealant: One-part butyl rubber sealant; Pecora's BC-158, PTI's 707, or Bostik's Chem-Calk 300.

G. Pre-formed Sealant: Preformed paintable sealant strips of open cell, compressible urethane foam, saturated with non-drying, non-staining, and non-migrating butylene compound.

- H. Sealant Colors: For exposed materials provide color as indicated or, if not indicated, as selected by the Director from manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

2.2 JOINT FILLERS

- A. Self-Expanding Cork Joint Filler: Resilient, non-extruding type premolded cork units; ASTM D 1752, Type III.
- B. Cork Joint Filler: Resilient, non-extruding type premolded cork units; ASTM D 1752, Type II.
- C. Expanded Polyethylene Joint Filler: Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).
- D. Closed Cell Polyurethane Joint Filler: Resilient, compressible, semi-rigid; W.R. Meadows' Ceramar or A.C. Horn's Closed Cell Plastic Foam Filler, Code 5401.

2.3 GASKETS

- A. Hollow Neoprene Gasket: Hollow or compartmentalized neoprene extrusion, designed to withstand compression to 40 percent of normal width without extrusion from joint, and with full recovery; heavy, durable top member, suitable for long-term exposure to weather and traffic, hardness of 55 Shore A; ASTM D 2628.
- B. Adhesive Closed-Cell PVC Gasket: Closed-cell, flexible, self adhesive, non-extruding, polyvinylchloride foam gaskets; ASTM D 1667.

2.4 MISCELLANEOUS MATERIALS

- A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- B. Backer Rod: Compressible rod stock of expanded, extruded polyethylene.
- C. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self adhesive where applicable.
- D. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- E. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.2 PREPARATION

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
 - 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.
 - 2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.
 - 3. Do not limit cleaning of joint surfaces to solvent wiping. Use methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.
- B. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods, and sealants. Do not leave voids or gaps between the ends of joint filler units.
 - 1. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either cork joint filler or closed cell polyurethane joint filler.
 - 2. Irregular Edged Joints: For joints where new concrete abuts granite curbs or other irregular edges use closed cell polyurethane joint filler.
- C. Priming Joint Surfaces:
 - 1. Prime joints which are to receive Type 1A and 1B Sealants.
 - 2. Prime joints of friable (crumbly, chalky) masonry surfaces which are to receive Type 1 Sealant.
 - 3. Prime joints other than those above if so recommended by the manufacturer's printed instructions.
 - 4. Do not allow the primer/sealer to spill or migrate onto adjoining surfaces.

3.3 JOINT BACKING INSTALLATION

- A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
- C. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

3.4 SEALANT INSTALLATION

- A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
- B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, install sealant by knife or by pouring as applicable.
- C. Types 2 and 2A Sealants: If low temperature makes application difficult, preheat sealants using manufacturer's recommended heating equipment.

- D. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.
 - 1. Use tool wetting agents as recommended by the sealant manufacturer.

3.5 CLEANING

- A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.
- B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION

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Appendix 1

Prevailing Wage Rates Determination Letter and Forms

Check <https://www.com.ohio.gov/dico/>
for the latest Prevailing Wage Rates.

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Prevailing Wage Determination Cover Letter

County: 
Determination Date: 08/15/2023
Expiration Date: 11/15/2023

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500



Affidavit of Compliance

Prevailing Wages

I, _____ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____ (Company Name)

for all hours worked on the

_____ (Project name and location)

project, during the period from _____ to _____ are in (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____ (Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

_____ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building Construction</i>:	\$250,000
-----------------------------------------------------------------------	------------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:	\$75,000
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As of January 1, 2022:

“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$96,091
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------

“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$28,789
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov



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[Back to wage rate search](#) [Back to Home](#)

Classification = Bricklayer, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Finisher
HAMILTON	Bricklayer	9/1/2022	8/12/2022	Bricklayer Local 18 Tile Mechanic
HAMILTON	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (A)
HAMILTON	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 Heavy Hwy (B)
HAMILTON	Bricklayer	6/7/2023	6/7/2023	Bricklayer Local 23 (Cincinnati)

[Back to home](#)



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[Back to wage rate search](#) [Back to Home](#)

Classification = Cement Mason, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwy

[Back to home](#)



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[Back to wage rate search](#) [Back to Home](#)

Classification = Electrical, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Electrical	6/7/2023	6/7/2023	Electrical Local 212 Inside
HAMILTON	Electrical	1/1/2019	12/28/2018	Electrical Local 212 Inside Lt Commercial South West

[Back to home](#)



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[Back to wage rate search](#) [Back to Home](#)

Classification = Laborer, County = HAMILTON, Union = All

County	Classification	Effective	Posted	Union
HAMILTON	Laborer	6/1/2023	5/31/2023	Labor Local 265 Building
HAMILTON	Laborer	6/1/2023	5/31/2023	Labor Local 265A Mason Tender

[Back to home](#)