

Project Manual

2025 Union Village Pool, Landscape, Bathhouse and Pavilion Project

For

Union Village Development
Company

November 6, 2025

By

The Kleingers Group
6219 Centre Park Drive West
Chester, OH 45069
513-779-7851

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LEGAL NOTICE

Sealed bids will be received by the Union Village Development Company, as provided in this notice for construction of the project known as Union Village Pool, Landscape, Bathhouse and Pavilion Project (the "Project"). Contract documents, which include additional details of the Project, are on file and available from www.questcdn.com. **You may download the digital plan documents for \$22** by inputting Quest project **#9944885** on the website's project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Bids shall be enclosed in a sealed envelope delivered to The Kleingers Group, ATTN: Troy Messer 6219 Centre Park Drive, West Chester, OH 45069 and plainly marked on the outside "Union Village Pool, Landscape, Bathhouse and Pavilion PROJECT BID." Bids will be received until 3:00 pm local time November 20, 2025.

Questions regarding plans and specifications should be addressed in writing to The Kleingers Group Attn: Troy Messer at Phone: (513) 644-1786; Fax: (513) 779-7852; Email: Troy.Messer@Kleingers.com. All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the Union Village Development Company and the Community Authority reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer/Architect, (b) it will use its best efforts to cooperate with the Owner and the Engineer/Architect and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer/Architect, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

2. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Engineer/Architect in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Engineer/Architect.
3. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
4. The Bidder may rely upon the general accuracy of any technical data identified in the Owner Contract Agreement (e.g. soil exploration reports, soil boring logs, site survey or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner, Engineer/Architect, or any part of their agents or employees, with respect to any of the following:
 - a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs and incident thereto; or
 - b) any interpretation by the successful Bidder or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

5. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at any pre-bid meeting held.

**C. OWNER &
ENGINEER/ARCHITECT**

1. The Owner is:

Union Village Development Company
3855 Lower Market Street, Suite 100 D
Lebanon, OH 45036

The Owner's Representative is: Robert Turner and Matt Obringer

2. The Engineer/Architect for the Project are:

The Kleingers Group
6219 Centre Park Drive
West Chester, Ohio 45069

The Engineer's Representative is: Troy Messer

Phoenix Architecture
9467 Kenwood Rd
Blue Ash, Ohio 45242

The Architect's Representative is: Jason Williams

D. PROJECT

3. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the project identified as **Union Village Pool, Landscape, Bathhouse and Pavilion Project** ("the Project"), all in accordance with the Drawings and Specifications provided by the Engineer/Architect. The Project must be substantially complete by the Date for Substantial Completion set forth in Section P below.
4. No pre-bid meeting will be held.

E. WORK

1. This Basis of Bid for the Project includes general contract for Union Village Pool, Landscape, Bathhouse and Pavilion Project.
2. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
3. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
4. Owner will provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the Site to its former condition upon

completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws, regulations and Owner's policies relative to excavation and utility locates. Bidders may contact Troy Messer at The Kleingers Group, at Troy.Messer@kleingers.com or 513-779-7851 if they have any interest in accessing the Project site, independent of the pre-bid meeting.

- F. The total estimated construction cost for the Base Bid Work for the entire project for which the bids are being solicited at this time is \$ 1,375,000**

G. CONTRACT DOCUMENTS

1. Contract documents, which include additional details of the Project, are on file and available from www.questcdn.com. You may download the digital plan documents for \$22 by inputting Quest project #9944885 on the website's project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.
2. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Engineer/Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
3. The Owner Engineer/Architect or Architect, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

H. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the Bid, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.

4. Each Bidder shall submit **an original and one copy** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows:

The Kleingers Group
ATTN: Troy Messer
6219 Centre Park Drive
West Chester, Ohio 45069

Bids must be received at the designated location for the bid opening before **3:00 pm.**, local time, on, **November 20, 2025**

6. **The completed Bid Form shall be accompanied by the following completed documents:**
 - a. **Pre-Bid Substitution, if any proposed substitutes have been pre-approved. (See Section K, below.)**
 - b. **Bid Guaranty and, if applicable, Contract Bond (See Paragraph H.8, below.)**
 - c. **Contractor's Qualification Statement (See Paragraph I.4, below.)**
7. The Bidder shall take the following precautions in preparing its bid:
 - a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph H.6 above) have been included in a sealed opaque envelope addressed as described in Paragraph H.5 above.
 - b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
 - c. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
 - d. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph H.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.

- e. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form included in the Bid Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA or EJCDC Bond forms are not acceptable.
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.
- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

I. **METHOD OF AWARD**

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, Owner will award the Contract for the Work to the bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the

prescribed requirements, and alternates, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

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

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Engineer/Architect, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability and capacity to perform a substantial portion of the project with its own forces and its ability to work with the Owner and Engineer/Architect as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Engineer/Architect as a willing, cooperative, and successful team member.

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

- b. The Bidder's prior history regarding timeliness of performance, quality of work, the Bidder's history of filing claims and having claims filed against it, extension requests, fines and penalties imposed and payments thereof, and contract defaults, with explanations.
- c. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and Ohio ethics laws.
- d. The Bidder's prior experience with similar work on comparable or more complex projects.

- e. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- f. The Bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
- g. An owner's determination, within the previous five years, that the Bidder was not a responsible bidder, the reasons given by the owner, and the Bidder's explanation thereof.
- h. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- i. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- j. Any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Bidder, to the extent that any work to be performed on this Project is within the field of such licensed profession.
- k. The Bidder's equipment and facilities.
- l. The size and experience of the Bidder's work force and the Bidder's ability to complete the Contract successfully and on time.
- m. The experience and the continuity of the Bidder's work force including the project manager and project superintendent's tenure with the Bidder.
- n. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- o. The Owner's prior experience with the Bidder's surety.
- p. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- q. The adequacy, in numbers and experience, of the Bidders' work force to complete the Contract successfully and on time.
- r. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- s. Depending upon the type of work, other essential factors, as the Owner may determine and as are included in the Specifications.

4. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Engineer/Architect promptly with such additional information as the Engineer/Architect may request regarding the Bidder's qualifications. A Bidder shall submit

any requested additional information within three (3) business days of the date on the request.

5. (Reserved.)

6. (Reserved.)

7. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.

8. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

9. **After bid opening, within three (3) business days of a request made by the Engineer/Architect, the apparent lowest, responsive, responsible Bidder and any other Bidder so requested by the Engineer/Architect or Owner must submit the following:**

For all subcontracts with an estimated value of at least \$50,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:

- a. Project Owner
- b. Project Name
- c. Subcontract Scope
- d. Subcontract Value
- e. Owner's contact name and phone number.

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the past five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the criteria set forth in Paragraph I.3 herein, as it pertains to each Subcontractor may be used in the Owner's determination of the lowest and best bid.

Once a Bidder identifies its proposed Subcontractors as set forth in this Paragraph I.9, the list shall not be changed unless written approval or direction for the change is made by Owner.

10. (Reserved.)

11. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.

12. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

J. EXECUTION OF CONTRACT

1. Within the time designated by the Union Village Development Company after award of the Contract, the successful Bidder shall execute and deliver to the Union Village Development Company the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner of use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Engineer/Architect a minimum of thirty (30) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Bid Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Engineer/Architect's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date;
 - d. Requests, which in the sole discretion of the Owner, do not offer a sufficient benefit to the Project.
4. When the Engineer/Architect approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work or other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.

6. If an addendum is issued approving a substitution for a specified Standard, any Bidder proposed to use said substitution must indicate so with its Bid, using the form provided.
7. Following the award of the Contract, there shall be no substitution for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

L. ALTERNATES

1. The Owner may request bids on alternates. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
2. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest and best base bid.

M. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Engineer/Architect will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. (Reserved.)
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Engineer/Architect prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Engineer/Architect any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Engineer/Architect on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:

- a. The bid received clearly indicates that the Bidder received the Addendum, such as

where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

- b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

N. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Engineer/Architect's representative Troy Messer at Troy.Messer@Kleingers.com. Requests received fewer than 5 days prior to bid opening may not be answered. Any interpretation of the proposed documents will be made by Addendum only, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

O. (RESERVED.)

P. DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES

1. Dates for Substantial Completion. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner-Contractor Agreement. The Date for Substantial Completion and the Contract Time may be extended only by Change Order, by other Modification, or by a Claim that is Finally Resolved. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.
 - i. Date for Overall Project Substantial Completion. The successful Bidder shall have all of its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the following date or within the Contract Time, as applicable to the Bidder's scope of work.

Date for Substantial Completion (aka Contract Time) expressed as calendar days from Notice to Proceed: **200 calendar days**

2. Liquidated Damages.

Overall Project Substantial Completion. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion or Finally Complete within thirty (30) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated

Damages. The daily amounts of Liquidated Damages for Overall Project Substantial Completion are set forth in the tables included in the Owner-Contractor Agreement. The total amount of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete or to the extent that its Work is not Finally Complete more than thirty (30) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables.

3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by thirty (30) days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

Q. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

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

R. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.

- b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
- c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest, responsive, responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

S. COMPLIANCE WITH APPLICABLE LAWS

- 1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

T. FINDINGS FOR RECOVERY

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

U. PREVAILING WAGES

- 1. The Project is a "Construction" project as defined in Section 4115.03 of the Ohio Revised Code, therefore, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

END OF INSTRUCTIONS TO BIDDER

BID FORM FOR

Union Village Pool, Landscape, Bathhouse and Pavilion

For the
Union Village Development Company

3855 Lower Market Street, Suite 100

Lebanon, Ohio 45036

November 6, 2025

CONTRACT:

SUBMITTED BY:

(CONTRACTOR)

SUBMITTED NO LATER THAN

3:00 pm
November 20, 2025

BIDS TO BE SUBMITTED TO:

Troy Messer
6219 Centre Park Drive
West Chester, OH 45069
Phone: (513) 779-7851

PREPARED BY:

The Kleingers Group

6219 Centre Park Drive
West Chester, OH 45069
(513) 779-7851

ARTICLE 1 – BID RECIPIENT

1.01 *This Bid is submitted to:*

Troy Messer
6219 Centre Park Drive
West Chester, OH 45069
Phone: (513) 779-7851

1.02 *The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.*

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 *Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.*

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 *In submitting this Bid, Bidder represents that:*

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer/Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer/Architect is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - a. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 1.01 Bidder will complete the Work in accordance with the Contract Documents for all items listed on the Bid Form filled out according to the following instructions

ITEM 1 – Union Village Pool, Landscape, Bathhouse and Pavilion

Provide all work associated with the construction of the Pool, Pavilion Landscape per the Architectural and site Drawing 011000 Summary of Work.

Landscape & Fencing \$ _____

Plus Pool & Decking \$ _____

Plus Bathhouse and Pavilion \$ _____

TOTAL for the **Lump Sum** of \$ _____, (written out fully below)
_____ Dollars

- 1.02 **Alternates** [Deduct unless otherwise noted on bid form by contractor.]

A. **Alternate 1** Owens Corning Oakridge Driftwood Architectural Roof Shingle vs Standing Seam

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

B. **Alternate 2** Eliminate sink, cabinet, and associated plumbing for sink in pavilion

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

C. **Alternate 3** Reduce Landscape plant quantity by 20% per each plant. Specify deduct per plant.

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

D. **Alternate 4** Replace Reflective Ceiling in the Pavilion and Baths on Sheet 3.01 Architectural Drawings with smooth 4 X 12 Hardie Panels. Seams to be covered with 1 X 2 Hardie Battens in an even pattern.

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

E. **Alternate 5** Remove cost for Pergola on Sheet 2.03 of the Architectural drawings.

Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

F. **Alternate 6** Remove Gas lines and for future use in the Fireplace on sheet p1.01 Plumbing and Domestic Water Plan. Lump Sum Deduct \$ _____, (written out fully below)

_____ Dollars

G. **Alternate 7** Replace Solid Surface countertops in Pavilion with smooth painted wood.
Lump Sum Deduct \$ _____, (written out fully below)
_____ Dollars

BID FORM INSTRUCTIONS

All blanks shall be filled in for all official Bids. All prices shall be filled in as US dollars. The column "Price" shall be the product of the "Unit Price" and the Quantity. The Unit Price shall govern in the case of error.

Lump Sum will include the total of all three categories and will be the price basis for which the bid is awarded.

All prices shall include the cost of materials and labor to perform work for the specified it. The Owner will not pay the Contractor for any increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor.

Owner may accept any or all alternate deductions in determining final bid price.

ARTICLE 6 – TIME OF START AND COMPLETION

- 6.01 Bidder agrees that work on site cannot commence until December 15, 2025 when the current contractor for Union Village Roadway Extension project will have the location for the Union Village Pool, Landscape, Bathhouse and Pavilion project pad ready.
- 6.02 Bidder agrees that the Work will be substantially complete on or before 165 calendar days from the Notice to Proceed. Substantial Completion is defined as 100% completion of the pool and decking scope; 100% completion of the bathhouse and pavilion scope; and 100% completion of the final fencing and all plantings and seed/sod should be planted/placed. The punch list should be completed with the goal of making the complex ready for the public by the 2026 Memorial Day weekend.
- 6.03 Final Completion is defined as the above Substantial Completion with the addition of all landscaping reviewed for planting viability and the establishment of turf grasses. These completion deadlines do not supersede the maintenance service specifications outlined in the Landscape Specifications, which will still be adhered to. Final Completion will be **by June 30, 2026**.

ARTICLE 7 – DEFINED TERMS

- 7.01 *The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the Modified General Conditions.*

ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed

name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

OWNER-CONTRACT AGREEMENT

Owner:

Union Village Development Company

Third Party Beneficiaries to this Agreement:

Turtlecreek Township, Warren County, Ohio

Community Authority of Union Village

Project:

Union Village Pool, Landscape,
Bathhouse, and Pavillion

Contract: _____

Alternates: _____

Contractor:

Telephone: _____

Fax: _____

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner (the "Effective Date").

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (EJCDC C-700), as modified;
- F. Drawings;
- G. Specifications;
- H. Addenda issued; and
- I. Modifications issued after the execution of the contract, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Owner in accordance with the General Conditions.

1.1 Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Engineer has used in preparing the Contract Documents. These are not Contract Documents. Additional information, if needed by Contractor for site survey or geotechnical data, shall be obtained by the Contractor at no additional cost to Owner or Engineer or Architect.

to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer/Architect that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer/Architect that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Engineer/Architect and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Engineer/Architect are specifically authorized and directed by the Owner to the Contractor through the Engineer/Architect acting on behalf of the Owner.

2.1 The Engineer/Architect is:

The Kleingers Group
West Chester, Ohio 45069
Telephone Number: 513-779-7851
Fax Number: 513-779-7852

The Engineer's Representative is Troy Messer
Email Address: Troy.Messer@Kleingers.com

The Architect is:
Phoenix Architecture
9467 Kenwood Rd.
Blue Ash, Ohio 45242

The Architect's Representative is Jason Williams
Email Address: Williams.j@phoenix-arch.com

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE OF COMMENCEMENT. The date of commencement of the Work shall be the date identified in the Notice to Proceed issued by the Owner, or by the Owner through the Engineer/Architect, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2 DATE OF SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Engineer/Architect. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, within **165 calendar days** of the Date of Commencement ("Date of Substantial Completion").

3.2.1 (RESERVED.)

3.2.2 UTILITIES AND OPERATIONS. Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

3.2.3 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none are listed):

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete by the Date of Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 750.00
\$500,000.01 to \$2,000,000.00	\$ 1,000.00
\$2,000,000.01 to \$10,000,000.00	\$ 1,300.00
\$10,000,000.01 to \$50,000,000.00	\$ 2,000.00
\$50,000,000.01 and greater	\$ 2,500.00

LIQUIDATED DAMAGES – FINAL COMPLETION

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$ 50.00
\$50,000.01 to \$150,000.00	\$ 100.00
\$150,000.01 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 300.00

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

3.5 INITIAL DECISION MAKER. The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Engineer/Architect, unless a different Initial Decision Maker is identified below.

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is \$_____, subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1 Base Bid Amount: \$_____ (Lump Sum Bid); and

4.2 Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
		\$
		\$

4.3 Allowances included in the Contract Sum:

Allowance Description	Amount

4.4 If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. RETAINAGE. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

7. GENERAL.

7.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

7.4 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Engineer/Architect will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor

challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 ADDITIONAL INSUREDS. For those insurance certificates required from Contractor under the Modified General Conditions, Contractor shall identify the following additional insureds:

- Turtlecreek Township, including all trustees, officers, and employees; and
- The Community Authority of Union Village, including all board members, officers, and employees.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 WARRANTIES. Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

7.12 CONTRACTOR ATTESTATIONS.

- .1 Contractor attests that it has not scaled these contract documents to determine quantities for bids, as Contractor has field verified and taken its own dimensions to determine the quantities for its bid.
- .2 Contractor agrees that all the scales noted on the drawings are correct; so as to give it an "intent" of what is to be bid. Contractor has not relied on any other dimensions than what are noted in text and dimension lines.
- .3 Contractor has thoroughly read the Contract Documents and has asked any and all questions it has on the intent of the scope of work, or supposed errors and omissions contained in these drawings, during the bid process and prior to signing this Agreement.
- .4 Contractor will not be asserting a claim for additional time or money associated with the three issues listed above.
- .5 Contractor believes it has accurately interpreted the Contract Documents and has asked for clarification and received satisfactory response for all items not thoroughly addressed or appeared to be conflicting in the Contract Documents and has found all stipulations and requirements contained in this Agreement are as stated in the bid specifications and are enforceable according to Ohio Law, including but not limited to the Owner's right of offset, and the Owner's right to assess liquidated damages for work not completed according to the milestones listed on the project schedule contained in the Contract Documents.

7.13 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner:
Union Village Development Company

By: _____

Name: _____

Title: _____

Date: _____

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

BID GUARANTY AND CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____, ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto **Union Village
Development Company, The Community Authority of Union Village and Turtlecreek Township** as
obligees in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____
_____, 20__, to undertake the construction of the **Union Village Pool, Landscape, Bathhouse
and Pavilion Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the
principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on
the date referred to above to the obligee, which are accepted by the obligee. In no case shall the
penal sum exceed the amount of _____
_____. Dollars (\$ _____
_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the
principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not
be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is
not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

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

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

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

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

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

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA and EJCDC Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

AFFIDAVIT IN COMPLIANCE WITH OHIO REVISED CODE

SECTION 5719.042 RELATING TO DELINQUENT PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF _____

I / WE _____

after being duly sworn, do hereby submit this Affidavit to the _____

Neither the undersigned nor the entity which has submitted the low bid to the

for the following project:

has any delinquent personal property taxes charged against them on the general tax list of personal property in _____
, Ohio, at the time this bid was submitted for such project

NAME

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Non-Collusion Affidavit

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- b) Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any competitor;
- c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- e) The attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporation bidder.

Individual

Corporation

Date: _____ By: _____

This Non-Collusion Affidavit must be submitted with the proposal form.

CONTRACTOR’S QUALIFICATION STATEMENT

Union Village Pool, Landscape, Bathhouse and Pavilion Project

SUBMITTED TO: The Kleingers Group
 ATTN: Troy Messer,
 Engineer/Architect 6219 Centre
 Park Drive
 West Chester, Ohio 45069

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: Union Village Pool, Landscape, Bathhouse and Pavilion

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor in the construction industry?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
- 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- 2.2. List jurisdictions in which your organization's partnership or trade name is filed.
- 2.3. List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the Contractor, to the extent that any work to be performed on this Project is within the field of such licensed profession.

3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.
- 3.2. Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
 - 3.2.1. Has your organization ever failed to complete any work?
 - 3.2.2. Has your organization ever failed to complete any work by the substantial completion date, final completion date, or in a timely manner?
 - 3.2.3. Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? Has your organization had any extension requests, fines and penalties imposed, or contract defaults? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and the basis for the Claim, and the outcome.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.

- 3.3. Has your organization ever failed to comply with federal, federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and Ohio ethics laws? If the answer is yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.
- 3.4. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.
- 3.5. On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$10,000,000, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.
 - 3.5.1. State total amount of work in progress and under contract:
- 3.6. Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

[illegible]

- 3.7. Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. Include details regarding how such projects demonstrate your organization's ability and capacity to perform a substantial portion of the Project with its own work force. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number	Additional Comments

- 3.7.1. State average annual amount of construction work your organization has performed during the last five years.
- 3.7.2. If any of the following members of your organization's management -- president, chairman of the board, or any director -- operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.
- 3.7.3. If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."
- 3.7.4. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."
- 3.8. On a separate sheet, list the construction education, training, construction experience, and tenure with your organization for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer/Architect, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.
- 3.9. Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.

4. REFERENCES

- 4.1. Trade References:
- 4.2. Bank References:
- 4.3. Surety:
- 4.3.1. Name of bonding company:
- 4.3.2. Name and address of agent:

5. FINANCING

5.1 Financial Statement

- 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.
 - 5.1.3 Is the attached financial statement for the identical organization named on page one?
 - 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).
 - 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
 - 5.3 Attach additional documentation or explanations demonstrating your organization's financial responsibility, adequate resources and availability of credit, its means and ability to procure insurance and acceptable performance bonds required for the Project.
- 6. Does your organization participate in a drug-free workplace program? Provide your organization's record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code.
 - 7. List any projects within the previous five years where an owner determined that your organization was not a responsible bidder, including the name of the owner, the reasons given by the owner, and an explanation thereof.

[left intentionally blank]

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE:

Dated this ____ day of _____ 20__.

Name of
Organization: _____

By: _____
[print name]

Signature: _____

Title: _____

State of _____

County of _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL



STEC-CC
Rev. 3/15/04

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (Owner's) name: _____

Exact location of job/project: _____

Name of job/project as it appears
on contract documentation: _____

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

☐	real property under a construction contract with the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;	☒	real property which is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;
☐	a horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	a house of public worship or religious education;
☐	a building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in section 5739.02(B)(12) of the Revised Code;	☐	a building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	the original construction of a sports facility under section 307.696 of the Revised Code;	☐	a hospital facility entitled to exemption under section 140.08 of the Revised Code;
☐	real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state		

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

Prime Contractor

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

Owner/Contractee

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

Subcontractor

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

Political Subdivision

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**MODIFIED STANDARD OF GENERAL CONDITIONS of
CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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DEFINITIONS AND TERMINOLOGY

Defined Terms

Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer/Architect, and designates the specific items that are Contract Documents.

Application for Payment—The form acceptable to Engineer/Architect which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder—An individual or entity that submits a Bid to Owner.

Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer/Architect's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer/Architect has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer/Architect's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer/Architect has declined to address. A demand for money or services by a third party is not a Claim.

Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract. Only printed or hard copies of the items in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

Contract Times—The number of days or the dates stated in the Agreement by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment as evidenced by Engineer/Architect's written recommendation of final payment.

Contractor—The individual or entity with which Owner has contracted for performance of the Work and has entered into the Agreement.

Cost of the Work—See Paragraph 13.01 for definition.

Drawings—The part of the Contract Documents prepared or approved by the Engineer/Architect that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.

Engineer/Architect—The individual or entity named as such in the Agreement.

Field Order—A written order issued by Engineer/Architect which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

General Requirements—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

Milestone—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

Notice to Proceed—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

Owner—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The Progress Schedule is sometimes called the Construction Schedule.

Project—The total undertaking to be accomplished for Owner by Engineer/Architect's, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

Project Manual—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

Resident Project Representative—The authorized representative of Engineer/Architect assigned to assist Engineer/Architect at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.

Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer/Architect’s review of the submittals and the performance of related construction activities.

Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.

Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer/Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof. Substantial Completion is further defined as (i) that degree of completion of the Project’s operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance, and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer/Architect in accordance with the requirements of the Specifications.

Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

Supplementary Conditions—The part of the Contract Documents that amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price Work—Work to be paid for on the basis of unit prices.

Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer/Architect, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

Terminology

The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

Intent of Certain Terms or Adjectives:

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer/Architect. In addition, the adjectives “reasonable,” “suitable,”

“acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer/Architect as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer/Architect any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

Day:

The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

Defective:

The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
does not conform to the Contract Documents; or

does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

has been damaged prior to Engineer/Architect’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

Furnish, Install, Perform, Provide:

The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

PRELIMINARY MATTERS

Delivery of Bonds and Evidence of Insurance

Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured identified in the Modified General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 6.

Evidence of Owner's Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Modified General Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

Copies of Documents

Owner shall furnish to Contractor up to three printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer/Architect and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer/Architect.

Before Starting Construction

Preliminary Schedules: Within 3 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer/Architect for timely review:

- a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

- a preliminary Schedule of Submittals; and

- a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Preconstruction Conference; Designation of Authorized Representatives

Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer/Architect, and others as appropriate will be held to establish a working understanding among the

parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

Initial Acceptance of Schedules

At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer/Architect, and others as appropriate, will be held to review for acceptability to Engineer/Architect as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer/Architect and Owner.

The Construction/Progress Schedule shall be prepared as provided in the Contract Documents.

Contractor's Schedule of Submittals will be acceptable to Engineer/Architect if it provides a workable arrangement for reviewing and processing the required submittals.

Contractor's Schedule of Values will be acceptable to Owner and Engineer/Architect as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work. Once approved by the Owner and Engineer/Architect, the Contractor will not change the allocation of the Contract Price to the component parts

of the Work without the Owner and Engineer/Architect's written approval. The Owner and/or Engineer/Architect thereafter may from time to time require the Contractor to adjust such schedule if the Owner and/or Engineer/Architect determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Owner and/or Engineer/Architect within ten (10) days.

Electronic Transmittals

Except as otherwise stated elsewhere in the Contract, the Owner, Engineer/Architect, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer/Architect, and Contractor shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Intent

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

Engineer/Architect will issue clarifications and interpretations of the Contract Documents as provided herein.

Reference Standards

Standards Specifications, Codes, Laws and Regulations

Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer/Architect, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer/Architect. No such provision or instruction shall be effective to assign to Owner, Engineer/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer/Architect.

Reporting and Resolving

Discrepancies:

Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and

verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer/Architect any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer/Architect, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer/Architect in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer/Architect, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

Contractor shall not be liable to Owner or Engineer/Architect for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction or work constructed without notification to Engineer/Architect shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15).

Resolving Discrepancies:

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer/Architect shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over the general instructions or specifications.

Requirements of the Contract Documents

During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer/Architect all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer/Architect will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

Engineer/Architect will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer/Architect's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Engineer/Architecting or technical matters, then Engineer/Architect will promptly give written notice to Owner and Contractor that Engineer/Architect is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

Reuse of Documents

Contractor and its Subcontractors and Suppliers shall not:

- have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer/Architect or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer/Architect and specific written verification or adaptation by Engineer/Architect; or

- have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

COMMENCEMENT AND PROGRESS OF THE WORK

Commencement of Contract Times; Notice to Proceed

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

Starting the Work

Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

Reference Points

Owner shall provide Engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

Construction Schedule

Contractor shall adhere to the Construction Schedule established in accordance with the Contract Documents. See section 01310 of the Technical Specification titled "Progress Schedules."

1. **The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the date in the Construction Schedule.**
2. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.
3. The Contractor's obligation to furnish scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Engineer/Architect or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

THE PERIOD OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

Notice of Delays. As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer/Architect verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer/Architect written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "**NOTICE OF DELAY.**" A notice of delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the

Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

Delays in Contractor's Progress

If Owner, Engineer/Architect, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph; it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

- severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

- weather conditions as provided in Paragraph 4.05.H;

- acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

- acts of war or terrorism.

Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made as provided for in these Modified General Conditions, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	8
<u>February</u>	8
<u>March</u>	7
<u>April</u>	6
<u>May</u>	5
<u>June</u>	4
<u>July</u>	4
<u>August</u>	4
<u>September</u>	5
<u>October</u>	6
<u>November</u>	6
<u>December</u>	6

A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced the production by more than 50 percent on Work on the critical path.

AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

Availability of Lands

Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Upon reasonable written request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Use of Site and Other Areas

Limitation on Use of Site and Other Areas:

Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas

used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer/Architect, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

Subsurface and Physical Conditions

Reports and Drawings: Pages OCA-1 and OCA-2 of the Agreement identify:

those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
Technical Data contained in such reports and drawings.

It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.

Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

- any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

Differing Subsurface or Physical Conditions

Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

- is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

- [Not Used]; or

- differs materially from that shown or indicated in the Contract Documents; or

- is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer/Architect in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

Engineer/Architect's Review: After receipt of written notice as required by the preceding paragraph, Engineer/Architect will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site

condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer/Architect's findings, conclusions, and recommendations.

Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer/Architect's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer/Architect) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer/Architect's written findings, conclusions, and recommendations, in whole or in part.

Possible Price and Times Adjustments:

Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and, Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

Contractor knew or should have known of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

Contractor failed to give the written notice as required by Paragraph 5.04.A.

If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later

than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

Underground Facilities

Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer/Architect by the owners of such Underground Facilities, or by others. Unless it is otherwise expressly provided in these Modified General Conditions:

Owner and Engineer/Architect do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30;

coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer/Architect.

Engineer/Architect's Review: Engineer/Architect will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer/Architect's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer/Architect's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer/Architect) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer/Architect's written findings, conclusions, and recommendations in whole or in part.

Possible Price and Times Adjustments:

Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

Contractor gave the notice required in Paragraph 5.05.B.

If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

Hazardous Environmental Conditions at Site

Reports and Drawings: The Agreement identifies:

those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

Technical Data contained in such reports and drawings.

Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer/Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer/Architect (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer/Architect concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer/Architect, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph

5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

BONDS AND INSURANCE

Performance, Payment, and Other Bonds

Contractor shall furnish a Contract Bond in the amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish such other bonds as are required by the Contract Documents.

All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer/Architect and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

Material Default or Termination. If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer/Architect, and Owner to inspect and copy the available Project records. The Owner, Engineer/Architect, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer/Architect's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written reports or documents.

If the Owner terminates the Contract and the surety proposes to take over the Work, the surety shall do so no later than the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 6.01.G, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 6.01.G is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 6.01.G, the Owner may take possession of and use all materials, facilities, and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

Insurance—General Provisions

Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Contract Documents.

All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Modified General Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Modified General Conditions, or elsewhere in the Contract Documents), 3 certificates of insurance, copies of endorsements, or when specifically requested by the Owner, 3 certified copies of the insurance policies and a receipt evidencing full payment on the premiums, and other evidence of insurance requested by Owner

establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Modified General Conditions, or elsewhere in the Contract Documents), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to obtain and maintain such insurance.

If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

By requiring such insurance and insurance limits herein, Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract Documents.

Contractor's Insurance

Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

claims under workers' compensation, disability benefits, and other similar employee benefit acts.

United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

Foreign voluntary worker compensation (if applicable).

Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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

claims for damages insured by reasonably available personal injury liability coverage.

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

Products and completed operations coverage:

Such insurance shall be maintained for three years after final payment.

Contractor shall furnish Owner and each other additional insured (as identified in these Modified General Conditions or elsewhere in the Contract Documents) evidence of continuation of such insurance at final payment and three years thereafter.

Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

Broad form property damage coverage.

Severability of interest.

Underground, explosion, and collapse coverage.

Personal injury coverage.

Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineer, Architect or Surveyors Not Engaged by the Named Insured" or its equivalent.

Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage

arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer/Architect, and any individuals or entities identified in the Modified General Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

General provisions: The policies of insurance required by this Paragraph 6.03 shall:

include at least the specific coverages provided in this Article.

be written for not less than the limits of liability provided in this Article and in the Modified General Conditions, or required by Laws or Regulations, whichever is greater:

Commercial General Liability ("CGL"): Bodily injury (including death and emotional distress) and property damage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. CGL shall include: (i) Premises-Operation, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury, (ix) Stopgap liability with Ohio Intentional Tort endorsement for \$1,000,000 limit, and (x) per project aggregate endorsement.

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

Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate for contracts with Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$2,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$3,000,000 each occurrence and \$3,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$5,000,000 each occurrence and \$5,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer/Architect, and each other insured under the policy.

remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

include products and completed operations insurance.

include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 5.02 and 7.18.

with respect to products and completed operations insurance remain in effect for at least two years after final payment.

- a. Contractor shall furnish Owner and each other additional insured identified in these Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

The following provisions shall also apply to the insurance provided by the Contractor:

1. Contractor's insurance shall be primary and non-contributory.

2. Insurance policies shall be written on an occurrence basis only.
3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
5. The additional insured endorsement shall be ISO 20 10 10 01 and CG 20 37 10 01 or their equivalents so that Completed Operations liability extends to the additional insured after the completion of the Project.

Owner's Liability Insurance

In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer/Architect, or third parties.

Property Insurance

Builder's Risk: Unless otherwise provided in the Contract Documents, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Contract Documents or required by Laws and Regulations). This insurance shall:

include the Owner, Engineer/Architect, and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Contract Documents to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding sections in the Contract Documents, the parties required to be insured shall collectively be referred to as "insureds."

be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Contract Documents. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise,

such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property;

(b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of Engineer/Architects and architects). extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

extend to cover damage or loss to insured property while in transit.

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

allow for the waiver of the insurer's subrogation rights, as set forth below.

provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

not include a co-insurance clause.

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

include performance/hot testing and start-up.

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner

(directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

Waiver of Rights

All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer/Architect or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer/Architect, its consultants, all Subcontractors, all individuals or entities identified in the Modified General Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

Owner waives all rights against Contractor, Subcontractors, and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of

payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer/Architect, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Modified General Conditions as insureds, the Engineer/Architect and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

Receipt and Application of Property Insurance Proceeds

Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer/Architect except under extraordinary circumstances.

Labor; Working Hours

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, Shut Down Dates as defined in the Agreement, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

Contractor (and Subcontractor) regular working hours consist of 8 up to 10 working hours within an 11-hour period between 7:00 a.m. and 6:00 p.m., on a regularly scheduled basis, excluding Saturday, Sunday, and holidays. Overtime work is work in excess of 40 hours per week. Contractor must receive advanced written approval from the Owner prior to performing work on weekends or County Holidays. Approval of such weekend and/or holiday work is in the Owner's sole discretion.

Services, Materials, and Equipment

Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer/Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

"Or Equals"

Substitutions prior to the receipt of bids shall be governed by the Instructions to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer/Architect authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

If Engineer/Architect in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer/Architect shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- in the exercise of reasonable judgment Engineer/Architect determines that:
 - it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - it has a proven record of performance and availability of responsive service; and
 - it is not objectionable to Owner.

Contractor certifies that, if approved and incorporated into the Work:

- there will be no increase in cost to the Owner or increase in Contract Times; and
- it will conform substantially to the detailed requirements of the item named in the Contract Documents.

Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

Engineer/Architect's Evaluation and Determination: Engineer/Architect will be allowed a reasonable time to evaluate each "or-equal" request. Engineer/Architect may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer/Architect will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer/Architect's review is complete and Engineer/Architect determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer/Architect will advise Contractor in writing of any negative determination.

Effect of Engineer/Architect's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer/Architect's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

Treatment as a Substitution Request: If Engineer/Architect determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer/Architect consider the proposed item as a substitute pursuant to Paragraph 7.05.

Substitutes

Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer/Architect authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

Contractor shall submit sufficient information as provided below to allow Engineer/Architect to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer/Architect will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

The requirements for review by Engineer/Architect will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer/Architect may decide is appropriate under the circumstances.

Contractor shall make written application to Engineer/Architect for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

shall certify that the proposed substitute item will:

perform adequately the functions and achieve the results called for by the general design,

be similar in substance to that specified, and

be suited to the same use as that specified.

will state:

the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times, whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

will identify:

all variations of the proposed substitute item from that specified, and available Engineer/Architecting, sales, maintenance, repair, and replacement services.

shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

Engineer/Architect's Evaluation and Determination: Engineer/Architect will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner.

Engineer/Architect may require Contractor to furnish additional data about the proposed substitute item. Engineer/Architect will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer/Architect's review is complete and Engineer/Architect determines that the proposed item is an acceptable substitute.

Engineer/Architect's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer/Architect will advise Contractor in writing of any negative determination.

Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Reimbursement of Engineer/Architect's Cost: Engineer/Architect will record Engineer/Architect's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer/Architect approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer/Architect for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer/Architect for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

Effect of Engineer/Architect's Determination: If Engineer/Architect approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer/Architect's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

Concerning Subcontractors, Suppliers, and Others

Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work.

Such Subcontractors and Suppliers must be acceptable to Owner.

Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract Documents to do so.

Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement.

No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

On a monthly basis Contractor shall submit to Engineer/Architect a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

Contractor shall be fully responsible to Owner and Engineer/Architect for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer/Architect or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer/Architect.

Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

Nothing in the Contract Documents:

shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer/Architect and any such Subcontractor, Supplier, or other individual or entity; nor

shall create any obligation on the part of Owner or Engineer/Architect to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner

or Engineer/Architect, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Permits

Owner will obtain all required permits except the Plumbing Permit. Contractor shall secure and pay for any Plumbing Permit necessary to complete the Project.
Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

Taxes

Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Laws and Regulations

Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer/Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in

the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

Record Documents

Contractor shall maintain in a safe place at the Site two printed record copies of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer/Architect for reference. The Contractor shall deliver these record documents, samples, and shop drawings to the Owner, no later than the date for Substantial Completion.

Safety and Protection

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- all persons on the Site or who may be affected by the Work;

- all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

- other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Contract Documents identify any Owner's safety programs that are applicable to the Work.

Contractor shall inform Owner and Engineer/Architect of the specific requirements of Contractor's safety program with which Owner's and Engineer/Architect's employees and representatives must comply while at the Site.

All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer/Architect or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer/Architect has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

Safety Representative

Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Contractor shall keep at the Site at all times during the progress of the Work as required by law a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surrounding, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Hazard Communication Programs

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer/Architect prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer/Architect determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

Shop Drawings, Samples, and Other Submittals

Shop Drawing and Sample Submittal Requirements:

Before submitting a Shop Drawing or Sample, Contractor shall have:

reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents; determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

With each submittal, Contractor shall give Engineer/Architect specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer/Architect for review and approval of each such variation.

Submittal Procedures for Shop Drawings and Samples: Contractor shall submit Shop Drawings and Samples to Engineer/Architect for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer/Architect may require.

Shop Drawings:

Contractor shall submit the number of copies required in the Specifications.

Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer/Architect the services, materials, and equipment Contractor proposes to provide and to enable Engineer/Architect to review the information for the limited purposes required by Paragraph 7.16.D.

Samples:

Contractor shall submit the number of Samples required in the Specifications.

Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer/Architect may require to enable Engineer/Architect to review the submittal for the limited purposes required by Paragraph 7.16.D.

Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer/Architect's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Other Submittals: Contractor shall submit other submittals to Engineer/Architect in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

Engineer/Architect's Review:

Engineer/Architect will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer/Architect. Engineer/Architect's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer/Architect's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

Engineer/Architect's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer/Architect's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph

7.16.A.3 and Engineer/Architect has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer/Architect will document any such approved variation from the requirements of the Contract Documents in a Field Order.

Engineer/Architect's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

Engineer/Architect's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

Neither Engineer/Architect's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

Resubmittal Procedures:

Contractor shall make corrections required by Engineer/Architect and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer/Architect on previous submittals.

Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than the number of submittal reviews specified in Paragraph 15.01.E.4 of these Modified General Conditions. Engineer/Architect will record Engineer/Architect's time for reviewing a subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer/Architect's charges to Owner for such time in accordance with Paragraph 15.01.E.4. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer/Architect's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

Contractor's General Warranty and Guarantee

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer/Architect and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
normal wear and tear under normal usage.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

observations by Engineer/Architect.
recommendation by Engineer/Architect or payment by Owner of any progress or final payment; the issuance of a certificate of Substantial Completion by Engineer/Architect or any payment related thereto by Owner;
use or occupancy of the Work or any part thereof by Owner;
any review and approval of a Shop Drawing or Sample submittal;
the issuance of a notice of acceptability by Engineer/Architect;
any inspection, test, or approval by others; or any
correction of defective Work by Owner.

If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties, and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

Indemnification

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer/Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims (whether alleged or proven), demands, costs, losses, and damages, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the performance of the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.

In any and all claims against Owner or Engineer/Architect or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Delegation of Professional Design Services

Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer/Architect will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer/Architect.

Owner and Engineer/Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer/Architect have specified to Contractor all performance and design criteria that such services must satisfy.

Pursuant to this paragraph, Engineer/Architect's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer/Architect's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer/Architect.

OTHER WORK AT THE SITE

Other Work

In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer/Architect and the others whose work will be affected.

If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer/Architect in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

Coordination

If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange

to have utility owners perform work at or adjacent to the Site, the Owner will provide for the coordination of the work at the Site in the Contract Documents.

Legal Relationships

If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer/Architect, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify Owner and Engineer/Architect as required under Paragraph 7.18.

OWNER'S RESPONSIBILITIES

Communications to Contractor

Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer/Architect.

Replacement of Engineer/Architect

Owner may at its discretion appoint an Engineer/Architect to replace Engineer/Architect.. The replacement Engineer/Architect's status under the Contract Documents shall be that of the former Engineer/Architect.

Furnish Data

Owner shall promptly furnish the data required of Owner under the Contract Documents.

Pay When Due

Owner shall make payments to Contractor when they are due as provided in the Agreement.

Lands and Easements; Reports, Tests, and Drawings

Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

Owner's duties with respect to providing Engineer/Architecting surveys to establish reference points are set forth in Paragraph 4.03.

Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

Insurance

Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

Change Orders

Owner's responsibilities with respect to Change Orders are set forth in Article 11.

Inspections, Tests, and Approvals

Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

Limitations on Owner's Responsibilities

The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Undisclosed Hazardous Environmental Condition

Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

Evidence of Financial Arrangements

Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

Safety Programs

While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Permits Obtained by Owner

Owner will obtain and pay for all required permits except for Plumbing Permit. A copy of each permit is available at Owner's office. Contractor shall examine the permits and conform to the requirements contained therein, and such requirements are hereby made part of these Contract Documents as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein.

ENGINEER/ARCHITECT'S STATUS DURING CONSTRUCTION

Owner's Representative

Engineer/Architect will be Owner's representative during the construction period. The Engineer/Architect's duties and responsibilities during the construction period are in addition to the duties and responsibilities of the Owner's Representative, as referenced in the Agreement. The duties and responsibilities and the limitations of authority of Engineer/Architect as a representative of the Owner during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer/Architect.

Visits to Site

Engineer/Architect or Owner's designee will make visits to the Site at intervals appropriate to the various stages of construction as Engineer/Architect or Owner's designee deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer/Architect or Owner's designee, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer/Architect or Owner's designee will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer/Architect's or Owner's designee's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer/Architect or Owner's designee will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

Engineer/Architect's or Owner's designee's visits and observations are subject to all the limitations on Engineer/Architect's or Owner's designee's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer/Architect's or Owner's designee's visits or observations of Contractor's Work, Engineer/Architect or Owner's designee will not supervise,

direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Project Representative

Owner and Engineer/Architect have agreed that Engineer/Architect will furnish a Project Representative to provide observation of the Work and to assist in carrying out the Owner's responsibilities under the Contract Documents.

The duties and responsibilities of the Project Representative may include, but not be limited to, the following:

1. Review schedules and amendment thereto.
2. Attend conferences and meetings with Contractor.
3. Serve as liaison between Owner, Engineer/Architect, and Contractor.
4. Conduct on-site observation of the work.
5. Observe tests, equipment, and system startups.
6. Report to Owner when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Owner, Contractor's requests for modification.
7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site).
8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Owner concerning acceptance of the Work.
9. Review Payment Applications from Contractor.

C. The Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment, unless authorized by Owner.
2. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
4. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
5. Accept shop drawing or sample submittals from anyone other than Contractor.

Rejecting Defective Work

Engineer/Architect has the authority to reject Work in accordance with Article 14.

Shop Drawings, Change Orders and Payments

Engineer/Architect's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

Engineer/Architect's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

Engineer/Architect's authority as to Change Orders is set forth in Article 11.

Engineer/Architect's authority as to Applications for Payment is set forth in Article 15.

Determinations for Unit Price Work

Engineer/Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

Decisions on Requirements of Contract Documents and Acceptability of Work

Engineer/Architect will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer/Architect will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Limitations on Engineer/Architect's Authority and Responsibilities

Neither Engineer/Architect's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer/Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer/Architect, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer/Architect to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Engineer/Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer/Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer/Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work. Engineer/Architect's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Owner's Representative, if any.

Compliance with Safety Program

While at the Site, Engineer/Architect's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer/Architect has been informed.

AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

Amending and Supplementing Contract Documents

The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

Change Orders:

If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Engineer/Architecting or technical matters, without the recommendation of the Engineer/Architect. Such an amendment shall be set forth in a Change Order.

Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

Field Orders: Engineer/Architect may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

Owner-Authorized Changes in the Work

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer/Architect's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Engineer/Architecting or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of Work Change Directive, a Claim may be made therefor as provided in Article 12.

Unauthorized Changes in the Work

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

Change of Contract Price

The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

An adjustment in the Contract Price will be determined as follows:

where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows, and is the maximum total allowable amount:

- a mutually acceptable fixed fee; or

- if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

- for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

- where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

- the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

Change of Contract Times

The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

Change Proposals

Contractor shall submit a Change Proposal to Engineer/Architect to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer/Architect concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price,

or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

Procedures: Contractor shall submit each Change Proposal to Engineer/Architect promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer/Architect and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer/Architect will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

Engineer/Architect's Action: Engineer/Architect will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer/Architect does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer/Architect's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

Binding Decision: Engineer/Architect's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other Engineer/Architecting or technical matters, then Engineer/Architect will notify the parties that the Engineer/Architect is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

Execution of Change Orders

Owner and Contractor shall execute appropriate Change Orders covering:

changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer/Architect's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other Engineer/Architecting or technical matters; and

changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

Notification to Surety

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

CLAIMS

Claims

Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

Appeals by Owner or Contractor of Engineer/Architect's decisions regarding Change Proposals; Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

Disputes that Engineer/Architect has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other Engineer/Architecting or technical matters.

Submittal of Claim: As a condition precedent to a change in the Contract Price or the Contract Terms, for each Claim the Contractor shall deliver a statement of claim to the Engineer/Architect and the Owner, within 21 days of the start of the underlying cause of the Claim. The statement of claim shall include: (i) a general description of the claim; (ii) the parts or provisions of any Contract Documents that the claim is based upon; (iii) for delay claims, the date the delay commenced, the duration of the delay, the apparent cause of the delay and the part of the critical path affected, and the impact of the delay and recommendations for minimizing such impact; and (iv) a detailed description of all additional compensation to which the Contractor believes it is entitled with respect to this claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed statement of claim shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, Contractor's obligation to deliver a fully completed statement of claim within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

Review and Resolution: Engineer/Architect will review each Claim and, within 45 days after receipt of the statement of claim Form, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim, or

3. notify the parties that the Engineer/Architect is unable to resolve the Claim if, in the Engineer/Architect's sole discretion, it would be inappropriate for the Engineer/Architect to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

In the event the Engineer/Architect does not take action on a Claim within said 45 days, the Claim shall be denied.

Final and Binding Results: Engineer/Architect's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invokes the dispute resolution procedures set forth in Article 17.

False or Fraudulent Claim. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages, and fees and expenses.

Claim Documentation. Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.

Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of Engineer/Architects, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

Cost of the Work

Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer/Architect, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

Construction Equipment and Machinery

Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of

Engineer/Architect, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

Costs for equipment and machinery owned by Contractor and used on the Work will be paid at a rate shown for such equipment in the latest edition of the Associated Equipment Distributors' rental rate manual. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools. Costs for equipment and machinery owned by Contractor for which Contractor is seeking monetary compensation due to the equipment and machinery being idled through no cause of Contractor will be paid at half of the Associated Equipment Distributors' rate.

Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

Fees for permits and licenses.

The portion of the costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain, that can be attributed to this Contract.

Costs Excluded: The term Cost of the Work shall not include any of the following items:

Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, Engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer/Architect an itemized cost breakdown together with supporting data.

Allowances

It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer/Architect.

Cash Allowances: Contractor agrees that:

the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer/Architect to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimates quantity, without a Change Order. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation on exceeding the 110% threshold. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer/Architect subject to the provisions of Paragraphs 13.03.D and F if:

the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

there is not corresponding adjustment with respect to any other item of Work; and

Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

Engineer/Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer/Architect will review with Contractor the Engineer/Architect's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer/Architect's written decision thereon will be final and binding (except as modified by Engineer/Architect to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

Within 30 days of Engineer/Architect's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

there is no corresponding adjustment with respect to any other item of Work; and

Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provisions means that if a typical trench width detail in the Drawings shows a maximum width of 30-inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30-inches. This means that the actual pay quantity could also be less than that based upon a 30-inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable Laws and Regulations existing at the time of its bid.

TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Access to Work

Owner, Engineer/Architect, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing.

Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Tests, Inspections, and Approvals

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results required shall be submitted to Engineer/Architect. Testing laboratories used by Contractor are subject to the approval of Owner. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer/Architect as a basis for acceptance of the Work. Contractor shall give Engineer/Architect timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

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

Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

- by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

- to attain Owner's and Engineer/Architect's acceptance of materials or equipment to be incorporated in the Work;

- by manufacturers of equipment furnished under the Contract Documents;

- for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer/Architect. Tests required by the Contract Documents to be performed by Contractor that require test certificates to be submitted to Owner and Engineer/Architect for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

“Recommended Requirements for Independent Laboratory Qualification,” published by the American Council of Independent Laboratories.

Basic requirements of ASTM E329, “Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction” as applicable.

Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Institute of Standards and Technology or accepted values of natural physical constants.

If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer/Architect, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner or Engineer/Architect, Contractor shall, if requested by Owner or Engineer/Architect, uncover such Work for observation. Such uncovering shall be at

Contractor's expense unless Contractor had given Owner and Engineer/Architect timely notice of Contractor's intention to cover the same and Owner and Engineer/Architect had not acted with reasonable promptness in response to such notice.

Defective Work

Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

Engineer/Architect's Authority: Engineer/Architect has the authority to determine whether Work is defective, and to reject defective Work.

Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer/Architect has actual knowledge will be given to Contractor.

Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work and so as not to delay the Project, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer/Architect has rejected the defective Work, remove it from the Project and replace it with Work that is not defective. ***Preservation of Warranties:*** When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising

out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer/Architect as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

Uncovering Work

Owner or Engineer/Architect has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

If any Work is covered contrary to the written request of Owner or Engineer/Architect, then Contractor shall, if requested by Owner or Engineer/Architect, uncover such Work for Owner's or Engineer/Architect's observation, and then replace the covering, all at Contractor's expense.

If Owner or Engineer/Architect considers it necessary or advisable that covered Work be observed by Owner or Engineer/Architect or inspected or tested by others, then Contractor, at Owner's or Engineer/Architect's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner or Engineer/Architect may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

Owner May Stop the Work

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to comply with any requirements of the Contract Documents, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

Owner May Correct Defective Work

If Contractor fails within two (2) business days of a written notice from Owner or Engineer/Architect, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work, or to remove and replace, or take reasonable steps to remove and replace, rejected Work in accordance with Paragraph 14.03.D or as required by Engineer/Architect, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 14.07.

In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer/Architect and Engineer/Architect's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

Progress Payments

Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner and Engineer/Architect. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

Applications for Payments:

At least by the 20th day of the month (but not more often than once a month), Contractor shall submit to Owner and Engineer/Architect for review an Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of the Modified General Conditions) filled out and signed by Contractor covering the Work completed as of the date of the Application, and any other supporting documentation required by the Contract Documents, by Owner, or by Engineer/Architect. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

Retainage. Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to Contractor, no additional funds shall be retained from payments for labor.

Contractor shall submit one original and five copies (unless a different quantity is otherwise agreed upon) on 8-1/2 by 11 paper of each lien waiver submitted. Contractor shall submit five copies (unless a different quantity is otherwise agreed upon) of each pay request for approval.

No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

All stored equipment and materials for which payment is requested shall have five copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.

Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer/Architect's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

Review of Applications:

Engineer/Architect or Owner's designee will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer/Architect's or Owner's designee's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

Engineer/Architect's or Owner's designee's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer/Architect or Owner's designee to Owner, based on Engineer/Architect's or Owner's designee's observations of the executed Work as an experienced and qualified design professional, and on Engineer/Architect's or Owner's designee's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer/Architect's or Owner's designee's knowledge, information and belief:

the Work has progressed to the point indicated;

the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, and any other qualifications stated in the recommendation); and

the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer/Architect's or Owner's designee's responsibility to observe the Work.

By recommending any such payment Engineer/Architect or Owner's designee will not thereby be deemed to have represented that:

inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer/Architect or Owner's designee in the Contract Documents; or

there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Neither Engineer/Architect's or Owner's designee's review of Contractor's Work for the purposes of recommending payments nor Engineer/Architect's or Owner's designee's recommendation of any payment, including final payment, will impose responsibility on Engineer/Architect or Owner's designee:

to supervise, direct, or control the Work, or

for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

Engineer/Architect or Owner's designee may refuse to recommend the whole or any part of any payment if, in Engineer/Architect's or Owner's designee's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

Engineer/Architect or Owner's designee will recommend reductions in payment (set-offs) necessary in Engineer/Architect's or Owner's designee's opinion to protect Owner from loss because:

the Work is defective, requiring correction or replacement;

the Contract Price has been reduced by Change Orders;

Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

Engineer/Architect or Owner's designee has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents; or

the Contractor is in default of any other Agreement it has with the Owner.

Payment Becomes Due:

Thirty days after presentation of the Application for Payment to Owner with Engineer/Architect's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

Reductions in Payment by Owner:

In addition to any reductions in payment (set-offs) recommended by Engineer/Architect, Owner is entitled to impose a set-off against payment based on any of the following:

claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from

workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

Contractor has failed to provide and maintain required bonds or insurance;
Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

Owner has incurred extra charges or Engineer/Architecting costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

the Work is defective, requiring correction or replacement;

Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

the Contract Price has been reduced by Change Orders;

an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

there are other items entitling Owner to a set off against the amount recommended.

If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer/Architect, Owner will give Contractor immediate written notice (with a copy to Engineer/Architect) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

Items entitling Owner to retain set-offs from the amount recommended include, but are not limited, to the following:

Owner compensation to Engineer/Architect at an estimated average rate of \$200 per each extra personnel hour for labor plus expenses, if applicable, because of the following Contractor-caused events:

Return visits to manufacturing facilities to witness factory testing or retesting;

Submittal review in excess of two reviews by Engineer/Architect for substantially the same Submittal, in accordance with Paragraph 7.16.E of these Modified General Conditions;

Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby, in accordance with Paragraph 7.05 of these Modified General Conditions; and

Overtime worked by Contractor necessitating Engineer/Architect or anyone else to work overtime in accordance with Paragraph 7.02 of these Modified General Conditions.

Liability for liquidated damages incurred by Owner as set forth in the Contract Documents.

Contractor's Warranty of Title

Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

Substantial Completion

When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer/Architect in writing that the entire Work is substantially complete and request that Engineer/Architect issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer/Architect an initial draft of punch list items to be completed or corrected before final payment.

Promptly after Contractor's notification, Owner, Contractor, and Engineer/Architect shall make an inspection of the Work to determine the status of completion. If Engineer/Architect does not consider the Work substantially complete, Engineer/Architect will notify Contractor in writing giving the reasons therefor.

If Engineer/Architect considers the Work substantially complete, Engineer/Architect will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer/Architect shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer/Architect as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer/Architect concludes that the Work is not substantially complete, Engineer/Architect will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer/Architect concludes that the Work is substantially complete, then Engineer/Architect will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer/Architect believes justified after consideration of any objections from Owner.

At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial

Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

Time for Completion of Items on Tentative List and Remedies. The time fixed by the Engineer/Architect for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the

Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer/Architect's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer/Architect for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

Partial Use or Occupancy

Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer/Architect, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer/Architect will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

At any time Contractor may notify Owner and Engineer/Architect in writing that Contractor considers any such part of the Work substantially complete and request Engineer/Architect to issue a certificate of Substantial Completion for that part of the Work.

Within a reasonable time after either such request, Owner, Contractor, and Engineer/Architect shall make an inspection of that part of the Work to determine its status of completion. If Engineer/Architect does not consider that part of the Work to be substantially complete,

Engineer/Architect will notify Owner and Contractor in writing giving the reasons therefor. If Engineer/Architect considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer/Architect, and within a reasonable time thereafter, Owner, Contractor, and Engineer/Architect shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer/Architect that such part of the Work is not ready for separate operation by Owner, Engineer/Architect will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer/Architect). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

Final Inspection

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer/Architect will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Payment

Application for Payment:

After Contractor has, in the opinion of Engineer/Architect, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

The final Application for Payment shall be accompanied (except as previously delivered) by:

all documentation called for in the Contract Documents;

consent of the surety, if any, to final payment;

satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

a list of all disputes that Contractor believes are unsettled; and

a Contractor's Waiver and Release Agreement for itself as of the date of Final Application for Payment and Subcontractors-Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.

If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

Engineer/Architect's Review of Application and Acceptance:

If, on the basis of Engineer/Architect's observation of the Work during construction and final inspection, and Engineer/Architect's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer/Architect is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer/Architect will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer/Architect's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer/Architect's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer/Architect will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer/Architect will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer/Architect's written recommendation of final payment. ***Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer/Architect (less any further sum Owner is entitled to set off against Engineer/Architect's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

Waiver of Claims

The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- correct the defective repairs to the Site or such other adjacent areas;

- correct such defective Work;

- if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

- satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work

At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer/Architect. Such

notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

Owner May Terminate for Cause

The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
- Contractor's repeated disregard of the authority of Owner or Engineer/Architect.

If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) three business days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

- declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
- enforce the rights available to Owner under any applicable performance bond.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within three business days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer/Architect as to their reasonableness and, when so approved by Engineer/Architect, incorporated in a Change Order. When exercising any rights

or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

Owner May Terminate For Convenience

Upon three business days written notice to Contractor and Engineer/Architect, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):

- completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including compensation as set forth in the schedule of values;

- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

- other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer/Architect fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer/Architect, and provided Owner or Engineer/Architect do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer/Architect has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer/Architect, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

FINAL RESOLUTION OF DISPUTES

Methods and Procedures

Mediation, Litigation, Settlement, Methods, and Procedures.

Claims, disputes, or other matters in controversy arising out of or related to the Contract, shall, after written action by Engineer/Architect as required by section 12.01, be subject to mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

Unless the parties mutually agree otherwise, the mediation will be conducted in accordance with American Arbitration Association rules and its Construction Industry Mediation Procedures in effect on the date of the Agreement. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Owner and Contractor shall each pay one-half of the mediator's fees and costs. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any dispute, claim, or other matter not settled by negotiation or mediation, shall be determined by the Court of Common Pleas for Warren County, Ohio, which shall be exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court.

In addition to Owner's entitlement to attorneys' fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs, and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorneys' fees, costs, and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

MISCELLANEOUS

Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

Computation of Times

When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by law of the applicable jurisdiction, such day will be omitted from the computation.

Cumulative Remedies

The duties and obligation imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this

Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Controlling Law

This Contract shall be governed by the law of the State of Ohio.

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20____]. *[see Paragraph 2.03 of the Modified General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

Work Change Directive No.

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price	\$	[increase] [decrease].
----------------	----	------------------------

Contract Time	days	[increase] [decrease].
---------------	------	------------------------

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

By:

By:

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title:

Title:

Title:

Date:

Date:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

Date of Issuance:

Effective Date:

Owner:

Owner's Contract No.:

Contractor:

Contractor's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By:

Engineer (Authorized Signature)

By:

Contractor (Authorized Signature)

Title:

Title:

Date:

Date:

Copy to: Owner

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 14.04.D of the Modified General Conditions.]*

Amendments to Owner's responsibilities: ☐ None
☐ As follows

Amendments to Contractor's responsibilities: ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	
Date: _____	Date: _____	Date: _____	

UTILITY COORDINATION

ELECTRIC UTILITY NOTES

DUKE ENERGY

1. **DANGER** - Contractor shall contact the company prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

(A) For Field Inspector to locate underground electric line, in Ohio call "Ohio Utilities Protection Service" at 1-800-362-2764, and in Kentucky call "Kentucky Underground Protection Service (KUPS)" at 1-800-752-6007 (at least 48 hours in advance), excluding hours Sat., Sun., and State Legal Holidays.

(B) For notification of construction activity near energized electric facilities, call Mr. Bob Schroeder, 287-3426.

(C) For additional underground electric record information, call 287-2454.

(D) For electric engineering notification, agreements and correspondence, address to Mr. Jame Dugan, Central Accounting Marketing Section, CG&E, P. O. Box 960, Cincinnati, Ohio 45202-0960.

2. Contractor shall be responsible for all damages to electric facilities during construction.

3. Electric facilities to be kept in service at all times.

4. Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.

A. Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.

B. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.

C. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.

D. Where the depth of excavation for the proposed work is greater than five (5) feet, the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.

E. All damage to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.

5. Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

NOTE: Should Contractor damage electric facilities, Contractor shall immediately notify the Electric Service Desk through the Company Operator (381-2000). Contractor shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

Gas Facility Notes

I. For Gas Engineering Notification, agreements, and official correspondence, address to:

Duke Energy Gas

Gas Distribution Engineering
139 East Fourth Street, Room 460A
Cincinnati, Ohio 45202

II. The gas main information provided shows the approximate locations and depths of cover and is provided to comply with statutory regulations. This information should be used only for planning, not construction.

III. All gas main depths of cover noted are approximate depths of cover recorded at the time of installation. Any resulting grade changes since the time of the main installation will cause the existing depth of cover to be different. Extreme care must be taken to ensure safe excavation when approaching known or suspected gas facilities.

IV. All gas services were installed at a minimum of 1'-6" of cover. See item III above.

V. For additional gas facility record information, call (513) 287-3636.

VI. To comply with federal and state regulations concerning damage prevention programs, the utility companies must be contacted at least 48 hours (two working days) prior to excavation by calling the OHIO UTILITIES PROTECTION SERVICE (OUPS), toll free, at 1-800-362-2764.

Construction Notes

I. Gas facilities are to be kept in service at all times.

II. The Contractor shall be responsible for all damages to gas facilities during or as a result of the Contractor's construction. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the Contractor's cost.

The Contractor shall sheet and shore all excavations as required to continuously support gas facilities within the zone of influence (as determined by the natural angle of repose of the soil).

IV. Crossing buried gas facilities with heavy construction equipment may cause damage to the gas facilities. Contact the Gas Engineering Department for details on how to protect the gas facilities from damage.

V. The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any maintenance and/or adjustments that may be required.

VI. The Contractor is responsible for preventing any damage to our gas facilities. This includes protection of coatings and wrappings on steel gas mains. It also includes any damage with may have occurred to plastic gas mains, such as crimps or gouges.

VII. When cast iron or similar gas facilities are exposed or interfered with by the Contractor, replacement or reinforcement by Duke may be required at the Contractor's expense. Backfill with control low strength material will be required.

VIII. Blasting or other construction procedures which may transmit loads or vibrations in the vicinity of gas facilities must be approved by Duke's Gas Engineering Department. A blasting plan, identifying all pertinent information, must be submitted in writing by a blasting expert prior to any work.

Proposed Developments at Gas R/W & Easements (If Applicable)

- I. Proposed development plans around and near gas facilities within private easements must be submitted to Duke's Gas Engineering Dept. for review. These plans must be approved before any work may begin within our easements.
- II. Specified easement widths must be maintained in order for Duke to protect its facilities.
- III. No permanent structures may be built within the easements.
- IV. Cuts and fills are generally not permitted within the easements. Some fills may be allowed, and will be reviewed on an individual basis. Any permitted fills will be limited to an amount which will allow Duke to properly maintain its facilities.
- V. Perpendicular utility crossings of gas easements are acceptable, provided proper clearances are maintained. Parallel installations are normally not allowed.

SECTION 011100 – SUMMARY OF WORK

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the Union Village Pool, Landscape, Bathhouse and Pavilion.
 - 1. Project Location, Union Village Development North of State Route 63 and East of SR 741 adjacent and south side of Allen Street of Section One of Union Village Development in Turtlecreek Township, Lebanon Ohio 45036
 - 2. Owner: Union Village Development Company 3855 Lower Market Street, Suite 100D Lebanon, OH 45036
- B. Architect Identification: The Contract Documents, dated **November 6, 2025**, were prepared for the Project by the Kleingers Group, 6219 Centre Park Drive, West Chester, OH 45069. The Contract Documents Union Village Bath House & Pavilion dated November 6,, 2025 were prepared by Phoenix Architecture 9467 Kenwood Rd, Blue Ash Ohio 45242.

1.3 CONTRACT

- A. The project will be constructed to include all related work. A condensed general summary of the scope of work is as follows:

Construction of the Union Village Bath House & Pavilion, Pool, Pergola, Fencing, Flatwork, Pool deck, Pool Equipment, Pool Accessories, Signage, Drainage, Landscape services etc. as noted on the drawings referenced above.

- B. Exclusions of costs to the contractor would include:

- 1. All soils testing and concrete testing by Owner after agreement on vendor and the associated cost
- 2. Water Meter and Box by Owner
- 3. Sewer Capacity fees by Owner
- 4. Builders Risk Insurance by Owner
- 5. SWPPP Reporting by Owner

1.4 WORK SEQUENCE

- A. Work Sequence: Exact sequencing of work shall be coordinated with the owner prior to the start of construction.

1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 011100

SECTION 011400 – WORK RESTRICTIONS

1.1 GENERAL

- A. Use of Premises: Limit use of premises to work in the areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to areas of new work only.
 - 2. Owner Occupancy: Allow for Owner occupancy of site.
- B. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include [taxes, freight,] and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include [taxes, freight,] and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.9 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include **taxes**, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.10 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's [**overhead, profit, and**] related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, **taxes**, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.11 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.
- C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.

1.12 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 012100

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES [Deducts unless otherwise noted on bid]]

- A. **Alternate 1** Owens Corning Oakridge Driftwood Architectural Roof Shingle vs Standing Seam
- B. **Alternate 2** Eliminate sink, cabinet, and associated plumbing for sink in pavilion
- C. **Alternate 3** Reduce Landscape plant quantity by 20% per each plant. **Specify deduct per plant.**
- D. **Alternate 4:** Replace Reflective Ceiling in the Pavilion and Baths on sheet 3.01 Architectural Drawings with Smooth 4X12 Hardi Panels. Seams to be covered with 1x2 Hardie Battens in an even pattern
- E. **Alternate 5:** Remove cost for Pergola on Sheet 2.03 of the Architectural drawings
- F. **Alternate 6:** Remove Gas line and for Future use in the Fireplace. on Sheet P1.01 Plumbing and Domestic Water Plan
- G. **Alternate 7:** Replace Solid Surface countertops in the Pavilion with Smooth Painted wood.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Substitution Procedures" for requirements for substitution requests prior to award of Contract.
 - 2. Section 012100 "Allowances" for products selected under an allowance.
 - 3. Section 012300 "Alternates" for products selected under an alternate.
 - 4. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form [**provided in Project Manual**]
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

- b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from [ICC-ES]
 - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within [seven] days of receipt of a request for substitution. Architect will notify Contractor [through Construction Manager] of acceptance or rejection of proposed substitution within [15] days of receipt of request, or [seven] days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than [15] days prior to time required for preparation and review of related submittals.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- B. Substitutions for Convenience: Architect will consider requests for substitution if received within [60] days after [the Notice of Award]. Requests received after that time may be considered or rejected at discretion of Architect.

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

- a. offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.

- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer/Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Field Change Order form..

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer/Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Engineer/Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within **10 work days**, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and

- finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- e. Quotation Form: Use contractor form that specifies costs broken in materials and labor.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Engineer/Architect.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use contractor form that specifies costs broken in materials and labor.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Engineer/Architect will issue a Change Order for signatures of Owner and Contractor on EJCDC® C-941.

1.7 CONSTRUCTION CHANGE DIRECTIVE.

- A. Construction Change Directive: Engineer/Architect may issue a Construction Change Directive on EJCDC Document C-940. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer/Architect may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012700 – UNIT PRICES

1.1 GENERAL

- A. Unit price is stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" 012600 for procedures for submitting and handling Change Orders.
- C. Unit prices include all necessary material plus cost for delivery, installation, insurance, overhead, and profit.
- D. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
 - 1. Owner reserves the right to reject Contractor's measurement of work in place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- E. Unit prices apply only to work not specifically indicated in the Contract Documents. Work indicated in the Contract Documents shall be included in the original Contract Sum.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS (Not Used)

1.4 BID TABULATION

- A. Coordination: Coordinate preparation of the bid tabulation with all contractors and subcontractors on the project.
 - 1. Coordinate line items in the schedule with the bid tab with line items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the bid tab to Engineer/Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
 - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
 - 5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract, as described in Section 011000 "Summary."

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the draft estimate of payment:
 - a. Project name and location.
 - b. Owner's name.
 - c. Owner's Project number.
 - d. Name of Engineer/Architect.
 - e. Engineer/Architect's Project number.
 - f. Contractor's name and address.
 - g. Date of submittal.
 2. Arrange bid tab .
 - a. Differentiate between items stored on-site and items stored off-site.
 3. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments, as certified by Engineer/Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Owner/Contractor Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Engineer/Architect by the first of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Engineer/Architect.
- D. Application for Payment Forms: Use contractor invoicing paperwork with a completed bid tab showing progress from previous payment application as form for Applications for Payment.
1. Other Application for Payment forms proposed by the Contractor may be acceptable to Engineer/Architect and Owner. Submit forms for approval with initial submittal of draft estimate of payment.

- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer/Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit digitally signed and notarized original copies of each Application for Payment to Engineer/Architect by a method ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
 2. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Contractor's construction schedule (preliminary if not final).
 3. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

4. Products list (preliminary if not final).
 5. Sustainable design action plans, including preliminary project materials cost data.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
- I. Application for Payment at Substantial Completion: After Engineer/Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - a. Complete administrative actions, submittals, and Work preceding this application, as described in Section 017700 "Closeout Procedures."
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Certification of completion of final punch list items.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. Evidence that claims have been settled.
 6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 7. Final liquidated damages settlement statement.
 8. Proof that taxes, fees, and similar obligations are paid.
 9. Waivers and releases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION

1.1 GENERAL

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - a. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Providing documentation of stored materials onsite and offsite.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.
- D. Project Meetings, General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer/Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer/Architect, within 3 days of the meeting.
- E. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer/Architect, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Owner, Engineer/Architect; Contractor
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Phasing.
- c. Procedures for processing field decisions and Change Orders.
- d. Procedures for processing Applications for Payment.
- e. Distribution of the Contract Documents.
- f. Submittal procedures.
- g. Use of the premises.
- h. Security.
- i. Progress cleaning.
- j. Working hours.

F. Progress Meetings: Conduct progress meetings as requested by the Owner, at an interval no often than every other week, or as agreed upon by the Contractor, Engineer/Architect, and Owner. Coordinate dates of meetings with preparation of payment requests.

- 1. Attendees: Owner, Engineer/Architect, and the Contractor. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Progress cleaning.
 - 4) Change Orders.
 - 5) Documentation of information for payment requests.
- 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 – CONSTRUCTION PROGRESS DOCUMENTATION

1.1 GENERAL

A. Submittals: Submit the following:

1. Contractor's Construction Schedule: Submit two printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
2. Daily Construction Reports: Submit two copies at weekly intervals.
3. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

B. Coordination: Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity with other activities and schedule them in proper sequence.

1.2 PRODUCTS

A. Daily Construction Reports: Prepare a daily construction report recording events at Project site, including list of subcontractors; high and low temperatures and general weather conditions; accidents; stoppages, delays, shortages, and losses; meter readings; orders and requests of authorities having jurisdiction; and equipment or system tests and startups.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

1.3 EXECUTION

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.
4. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - a. Post copies in Project meeting rooms and temporary field offices.
 - b. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION 013200

SECTION 013300 – SUBMITTAL PROCEDURES

1.1 GENERAL

A. Definitions: As follows:

1. Action Submittals: Written and graphic information that requires Engineer/Architect's responsive action.
2. Informational Submittals: Written information that does not require Engineer/Architect's approval. Submittals may be rejected for not complying with requirements.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer/Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer/Architect's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer/Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Allow 15 days for processing each resubmittal.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer/Architect.
3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer/Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

- G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer/Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
 - 1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer/Architect will return submittals, without review received from sources other than Contractor.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Engineer/Architect in connection with construction.

1.2 PRODUCTS

- A. Action Submittals: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Engineer/Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
 - 2. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - a. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - b. Mark each copy of each submittal to show which products and options are applicable.
 - c. Include the following information, as applicable:
 - 1) Manufacturer's written recommendations.
 - 2) Manufacturer's product specifications.
 - 3) Manufacturer's installation instructions.
 - 4) Manufacturer's catalog cuts.
 - 5) Compliance with recognized trade association standards.
 - 6) Compliance with recognized testing agency standards.
 - 3. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Shopwork manufacturing instructions.
 - e. Schedules.
 - f. Notation of coordination requirements.
 - g. Notation of dimensions established by field measurement.
 - h. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.

4. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."
 5. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."
- B. Informational Submittals: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer/Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency, or design professional responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company.
 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
 4. Contractor's Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
 5. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineer/Architects and owners, and other information specified.
 6. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
 7. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
 8. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
 9. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
 10. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 11. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
 12. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures."
 13. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
 14. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
 15. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections.
 16. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.3 EXECUTION

- A. Contractor's Review: Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer/Architect.
- B. Engineer/Architect's Action: Engineer/Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
 - 1. Action Submittals: Engineer/Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer/Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
 - 2. Informational Submittals: Engineer/Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer/Architect will forward each submittal to appropriate party.
 - 3. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 013333 – ELECTRONIC DATA RELEASE FORM (WAIVER)

1. Please fill out all blanks, sign and mail / email back to The Kleingers Group.

Contractor

Date

At your request, we will provide electronic files solely for your convenience related to

2025 UNION VILLAGE POOL, LANDSCAPE, BATHHOUSE AND PAVILION PROJECT

subject to the following terms and conditions: **Our electronic files are typically compatible with AutoCAD** We make no representation regarding fitness for any particular purpose, or suitability for use with any software or hardware. Due to the volatile nature of electronic data, and the easily alterable and degradable nature of electronic documents, through either intentional or unintentional means, The Kleingers Group does not make any express or implied warranty for the accuracy or completeness of this information. This information is proprietary and shall not be copied or used for any purpose not authorized in writing by The Kleingers Group. Furthermore, because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

The referenced electronic contents are instruments of service and were intended to be used by The Kleingers Group for the sole purpose of generating bid documents for the subject project. These files are not intended for use by others in order to generate bid proposals, estimates, construction layout, or any other use. They are being provided to you for your reference and convenience only, specifically related to the subject project, and you agree that you will delete the transmitted files and content from any and all computers, servers, systems, and other media upon conclusion of your immediate intended use. Any use or reuse by you or by others will be at your sole risk and without liability or legal exposure to The Kleingers Group or any other party.

You agree to make no claim and hereby waive - to the fullest extent permitted by law - any claim or cause of action of any nature against us and the aforementioned parties and our and their officers, directors, employees, agents, or sub- consultants that may arise out of or in connection with your use of the electronic files. Furthermore, you shall - to the fullest extent permitted by law - indemnify, defend, and hold us and the aforementioned parties harmless against all claims, suits, demands, damages, liabilities or costs of any kind whatsoever, including attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not bid documents. Differences may exist between these electronic files and corresponding bid documents. In the event that a conflict arises between the bid documents prepared by us and the electronic files, the bid documents shall govern. You are solely responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the bid documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

These files are not a product and under no circumstances shall delivery of the electronic files for your convenience be deemed a sale by us and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

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Email address: _____

Please email waiver to Troy Messer at troy.messer@kleingers.com

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- C. Related Sections include the following:
 - 2. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 3. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.

1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

- C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Ambient conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

- a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
- d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- B. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
 - 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 – REFERENCES

1.1 GENERAL

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved," when used in conjunction with Engineer's action on Contractor's submittals, applications, and requests, is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Engineer, requested by Engineer, and similar phrases.
- D. "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- E. "Regulations" include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is Contractor or another entity engaged by Contractor, as an employee, subcontractor, or contractor of lower tier, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. "Project site" is the space available for performing construction activities, either exclusively or in conjunction with others performing other work as part of Project. The extent of Project site is shown on the Drawings and may or may not be identical with the description of the land on which Project is to be built.
- K. Industry Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- L. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- M. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels,

comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to Engineer for a decision before proceeding.
 - N. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from the publication source and make them available on request.
 - O. Abbreviations and Names: Abbreviations and acronyms are frequently used in the Specifications and other Contract Documents to represent the name of a trade association, standards-developing organization, authorities having jurisdiction, or other entity in the context of referencing a standard or publication. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of these entities. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.
- 1.2 PRODUCTS (Not Used)
- 1.3 EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. Installation, removal, and use charges for temporary facilities to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's representative, Engineer, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: **Pay** sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: **[Pay]** water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: **[Pay]** electric-power-service use charges for electricity used by all entities for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within **[15]** days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum ~~2-inch~~ (50-mm), ~~0.148-inch~~ (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum ~~6 feet~~ (1.8 m) high with galvanized-steel pipe posts; minimum ~~2-3/8-inch~~ (60-mm-) OD line posts and ~~2-7/8-inch~~ (73-mm-) OD corner and pull posts[, ~~with 1-5/8-inch~~ (42-mm-) OD top rails].
- B. Portable Chain-Link Fencing: Minimum ~~2-inch~~ (50-mm), ~~0.148-inch~~ (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum ~~6 feet~~ (1.8 m) high with galvanized-steel pipe posts; minimum ~~2-3/8-inch~~ (60-mm-) OD line posts and ~~2-7/8-inch~~ (73-mm-) OD corner and pull posts, with ~~1-5/8-inch~~ (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain-link fence, sized to height of fence, in color selected by Engineer from manufacturer's standard colors.

2.2 TEMPORARY FACILITIES

- A. Field Offices:
 - 1. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service:
 - 1. Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, safety shower and eyewash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Use of Permanent Toilets: Use of Owner's existing or new toilet facilities **is not permitted**
- E. Electric Power Service:
 - 1. Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - a. Install electric power service **overhead** unless otherwise indicated.

3.3 SUPPORT FACILITIES INSTALLATION

A. Comply with the following:

1. Provide construction for temporary field offices, shops, and sheds located within construction area or within **30 feet (9 m)** of building lines that is noncombustible in accordance with ASTM E136. Comply with NFPA 241.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas **as indicated** on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Planned Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas in accordance with Section 312000 "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain, including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: **Provide temporary offsite** parking areas for construction personnel.

F. Storage and Staging: **Provide temporary offsite area** for storage and staging needs.

G. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

H. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touch up signs, so they are legible at all times.

I. Waste Disposal Facilities:

1. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Section 011000 "Summary."

C. Temporary Erosion and Sedimentation Control:

1. Comply with **requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and** requirements specified in Section 311000 "Site Clearing."
2. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, in accordance with erosion- and sedimentation-control Drawings and requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 - a. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant-protection zones.
 - b. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 - c. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 - d. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection:
 - 1. Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals, so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction.
- G. Site Enclosure Fence: **Before construction operations begin** furnish and install site enclosure fence in a manner that will prevent people from easily entering site except by entrance gates.
 - 1. Extent of Fence: **As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.**
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Provide temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction. Provide signage directing occupants to temporary egress.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

END OF SECTION 015000

SECTION 016000 – PRODUCT REQUIREMENTS

1.1 GENERAL

A. Definitions: As follows:

1. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - b. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - c. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
2. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
3. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
4. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
5. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor acceptance or rejection of proposed substitution within 5 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- D. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- E. Product Delivery, Storage, and Handling: Use means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- F. Product Warranties: Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. **Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.**
 - 1. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

- a. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - b. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - c.
2. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

1.2 PRODUCTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
- 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Engineer will make selection.
 - 5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
 - 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures: Procedures for product selection include the following:
- 1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 - a. Substitutions may be considered, unless otherwise indicated.
 - 5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
 - 6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by

- one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Paragraph.
 8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Paragraph to obtain approval for use of an unnamed product.
 - a. Substitutions may be considered, unless otherwise indicated.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
- C. Product Substitutions: Engineer will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.
1. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.

- g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
- D. Comparable Products: Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of engineers and owners, if requested.
 - 5. Samples, if requested.

1.3 EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017000 – EXECUTION REQUIREMENTS

1.1 GENERAL (Not Used)

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- C. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- D. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- F. Installation: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - 3. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - a. Allow for building movement, including thermal expansion and contraction.
 - 4. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - 5. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

- G. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 4. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 5. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
 6. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 7. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. Protection of Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- I. Correction of the Work: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

END OF SECTION 017000

SECTION 017310 – CUTTING AND PATCHING

1.1 GENERAL

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include a description of cutting and patching and changes to existing construction, a list of products to be used and firms or entities that will perform the Work, dates when cutting and patching will be performed, and a list of utilities that cutting and patching procedures will disturb or affect.
 - 1. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 2. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
- E. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials

1.3 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
- B. Temporary Support: Provide temporary support of Work to be cut.
 - C. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
 - D. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
 - E. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.
 - F. Performance: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - G. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 5. Proceed with patching after construction operations requiring cutting are complete.
 - H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 017310

SECTION 017700 – CLOSEOUT PROCEDURES

1.1 GENERAL

- A. Substantial Completion: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 8. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 9. Complete final cleaning requirements, including touchup painting.
 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Substantial Completion Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.
- C. Final Completion: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in maintenance of products and systems.
- D. Final Completion Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

- E. List of Incomplete Items (Punch List): Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- F. Project Record Documents: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- G. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
 - 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- H. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- I. Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Maintenance Data: Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
 - 2. Organize maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "MAINTENANCE MANUAL," Project name, and subject matter of contents.
- J. Warranties: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
 - 1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 2. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

- A. Demonstration and Training: Instruct Owner's personnel to maintain systems.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- B. Final Cleaning: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
 - 1. Cleaning: Employ experienced workers for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 2. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove spills, stains, and other foreign deposits.
 - c. Remove construction equipment and surplus material from Project site.
 - d. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains.
 - e. Remove debris and surface dust from limited access spaces.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
 - 2. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 3. Section 019113 "General Commissioning Requirements" for verification and compilation of data into operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Engineer[**and Owder**] will comment on whether content of operation and maintenance submittals is acceptable.

2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 1. Submit **by email to Engineer**. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least **30** days before commencing demonstration and training. Engineer will comment on whether general scope and content of manual are acceptable.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Include the following information:
 1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Construction Manager.
 7. Name and contact information for Engineer.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1.7 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Gas leak.
 - 4. Water leak.
 - 5. Power failure.
 - 6. Water outage.
 - 7. System, subsystem, or equipment failure.
 - 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 011200 "Multiple Contract Summary" for coordinating Project Record Documents covering the Work of multiple contracts.
 - 2. Section 017300 "Execution" for final property survey.
 - 3. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 4. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned Record Prints.
- B. Record Specifications: Submit **annotated PDF electronic files**.
- C. Record Product Data: Submit **annotated PDF electronic files and directories**
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit **[annotated PDF electronic files and directories]** **[and]** **<Insert number>** **[paper copies]** of each submittal.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation, where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or **Work** Change Directive.
 - k. Changes made following Engineer's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer[**and Construction Manager**]. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file[**with comment function enabled**].
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Engineer for resolution.
 4. Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013100 "Project Management and Coordination" for requirements related to use of Engineer's digital data files.
 - b. Engineer will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file[**with comment function enabled**].
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Owner & Engineer.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation, where installation varies from that indicated in Specifications, addenda, and Contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 3. Note related Change Orders, and Record Drawings where applicable.
- B. Format: Submit record specifications as **annotated PDF electronic file OR scanned PDF electronic file(s) of marked-up paper copy of Specifications**.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and revisions to Project Record Documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, and Record Drawings where applicable.
- C. Format: Submit Record Product Data as **annotated PDF electronic file**.
 - 1. Include Record Product Data directory organized by Specification Section number and title, electronically linked to each item of Record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as [**PDF electronic file**] or [**scanned PDF electronic file(s) of marked-up miscellaneous record submittals**].
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Owner/Engineer's reference during normal working hours.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017839

SECTION 311000 - SITE CLEARING

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

The site pad for the Structure and Pool Deck to be prepared by others and is not of this bid. Grades are + 6 " of finished grade. Bidder should include all required soil testing for footers and structures in their bid. Should footer and building soils test not comply with Engineer/Architect standards then Bidder must notify Owner immediately and develop a plan for stabilization prior to any construction proceeding.

- A. Section Includes:

- 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Temporary erosion and sedimentation control.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

- C. Related Requirements:

- 1. Section 01500 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other non soil materials.

- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and **indicated on Drawings**.
- F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
- D. Utility Locator Service: Notify **Call Before You Dig** [**Dig Safe System**] for area where Project is located before site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control[**and plant-protection**] measures are in place.
- F. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
 - 2. Owner will arrange to shut off indicated utilities when requested by Contractor.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than five days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.

END OF SECTION 311000

ATTACHMENT A:

PREVAILING WAGES



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
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"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, 2024:	
"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:	\$98,974
"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:	\$29,653

- 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:

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



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 Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Stone Mason	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Pointer Caulker Cleaner	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Refractory Workers	\$37.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.38	\$74.01
Refractory Worker Hot Pay	\$39.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.38	\$77.01
Sawman	\$36.50		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.63	\$72.88
Layout Man	\$36.50		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.63	\$72.88
Free Standing Chimney	\$36.75		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.88	\$73.26
Apprentice	BHR	Percent										
1st 6 months	\$25.38	\$70.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.51	\$56.20
2nd 6 months	\$26.83	\$74.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.96	\$58.38
3rd 6 months	\$28.28	\$78.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.41	\$60.54
4th 6 months	\$29.73	\$82.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.86	\$62.73
5th 6 months	\$31.18	\$86.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.31	\$64.90
6th 6 months	\$32.63	\$90.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.76	\$67.07
7th 6 months	\$34.08	\$94.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.21	\$69.25
8th 6 months	\$35.53	\$98.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.66	\$71.42
MASON FINISHER 1-90 Days	\$16.31	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.31	\$24.47
90-365 Days	\$16.31	\$45.00	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.75	\$34.91
366+ Days	\$18.13	\$50.00	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.57	\$37.64

(*)Special Calculation Note :

****In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ. Mason Trainees Health and Welfare after 180 days**

Ratio :

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentice 5-6 Journeyman to 2 Apprentice 7-10 Journeyman to 3 Apprentice 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainees 4 Apprentice permits 2 Mason Trainees For each additional 5 Journeyman to 1 Apprentice, for every 3 additional Apprentices, 1 Mason Finisher may be added

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Preble*, Warren

Special Jurisdictional Note :

In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

Details :

MASON FINISHER:duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced. Refractory work is classified as working with any of the following materials: Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun) and any resinous cement. Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$33.60		\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$49.65	\$66.45
Apprentice	BHR	Percent										
1st Year	\$23.52	\$70.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$39.57	\$51.33
2nd Year	\$26.88	\$80.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$42.93	\$56.37
3rd Year	\$30.24	\$90.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$46.29	\$61.41

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 4 Journeymen to 2 Apprentices 7 Journeymen to 3 Apprentices 10 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Highland, Warren

Special Jurisdictional Note :

Details :

*Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale. *Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale. *Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 648 Inside

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
9/3/2025

Effective Date:
9/3/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$38.00		\$8.25	\$7.05	\$0.77	\$0.00	\$6.95	\$1.14	\$0.00	\$0.00	\$62.16	\$81.16
Apprentice	BHR	Percent										
1st period 0-1000 hrs	\$19.00	\$50.00	\$5.12	\$0.00	\$0.43	\$0.00	\$3.57	\$0.57	\$0.00	\$0.00	\$28.69	\$38.19
2nd period 1001- 2000 hrs	\$19.00	\$50.00	\$5.12	\$0.00	\$0.43	\$0.00	\$3.57	\$0.57	\$0.00	\$0.00	\$28.69	\$38.19
3rd period 2001- 3500 hrs	\$20.90	\$55.00	\$8.25	\$3.88	\$0.47	\$0.00	\$4.68	\$0.63	\$0.00	\$0.00	\$38.81	\$49.26
4th period 3501- 5000 hrs	\$22.80	\$60.00	\$8.25	\$4.23	\$0.50	\$0.00	\$4.87	\$0.68	\$0.00	\$0.00	\$41.33	\$52.73
5th period 5001- 6500 hrs	\$24.70	\$65.00	\$8.25	\$4.58	\$0.53	\$0.00	\$5.10	\$0.74	\$0.00	\$0.00	\$43.90	\$56.25
6th period 6501- 8000 hrs	\$28.50	\$75.00	\$8.25	\$5.29	\$0.60	\$0.00	\$5.50	\$0.86	\$0.00	\$0.00	\$49.00	\$63.25

(*)Special Calculation Note :

Other: National Electrical Benefit Fund

Electricians while splicing cable shall receive \$.50 an hour above the regular electrical rate.

Ratio :

1-3 Journeymen to 4 Apprentices

4-6 Journeymen to 8 Apprentice

7-9 Journeymen to 12 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Butler, Warren*

Special Jurisdictional Note :

In Warren County the following townships are included: (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union, and Washington)

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent										
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

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

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwwoman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Stripper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 534 Building

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.99		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.09	\$65.59
Laborer Group 2	\$33.09		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.19	\$65.74
Laborer Group 3	\$33.19		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.29	\$65.89
Laborer Group 4	\$33.32		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.42	\$66.08
Laborer Group 5	\$33.57		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.67	\$66.46
Laborer Group 6	\$33.34		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.44	\$66.11
Laborer Group 7	\$32.54		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$48.64	\$64.91
Apprentice	BHR	Percent										
0-1000 hrs	\$26.39	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$42.49	\$55.69
1001-2000 hrs	\$28.04	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$44.14	\$58.16
2001-3000 hrs	\$29.69	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.79	\$60.64
3001-4000	\$31.34	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.44	\$63.11
4001+	\$32.99	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.09	\$65.59

(*)Special Calculation Note :

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

Ratio :

1 Journeyman to 1 Apprentice 3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Butler, Warren

Special Jurisdictional Note :

Details :

Note: Group 1: Building & Common Laborer; All general laborers work including all forms of landscaping, Rough Rider - all pump's 4 inch or smaller, Small Pump Portable Generators-Bobcat to Cleanup, Firewatch and Monitor, (Safety Person) Group 2: Asphalt Raker, Tamper, Smoother, Hand Air Pump, Hand air Tamper, Chisel, Power Tamper, Operator, Switch, Assemblies, Handling & Laying Precast Concrete Floors & Deck Tool Repairman. Group 3: Concrete Specialist; Skid Steers (with attachments to perform Laborer's duties) Jack Hammer * Concrete Busterman, Barco Tamper Man, Power Georgia Buggy Man, Power Sweeper Man, Vibrator, Concrete Saw Man, Rail Spikers, Acetylene Burner, Pipelayers, Bos'n Cradleman, Bottom Man, Chipping Hammer Grade Checker, Radio Operator, Form Cleanout & blowout Man, Red Concrete Coloring Man (Electrical Safety) Group 4: Mason Tender, Mortar Mixers & Scaffold Builders Group 5: Fork Lift for Mason, all work involving Refractory Materials Including Demolition of Refractory Materials. Asbestos Removal and Hazardous Waste Removal (handling, control, removal abatement, encapsulation or disposal of asbestos & hazardous waste), Group 6: Gunnite Man, Sand Blaster, Concrete & Grout Pump & Hose Man, Blast Trac, Miners & Muckers, Free Air, Powderman or Blaster, Mortar or Gypsum Machineman, Welder, Scuba Diver. Group 7: Watchman & Tool Checker/Toolroom Man

Prevailing Wage Rate Skilled Crafts

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

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mechanic Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

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

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insertor/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tamper (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' – 180' - Boom & Jib 150 - 180 feet Cranes 180' – 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Locals 123 & 238 Commercial & Industrial

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Paper Hanger	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Spray Painter	\$28.79		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.80	\$57.20
Sand Blaster Water Blaster	\$29.04		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.05	\$57.57
Elevated Tanks	\$29.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.30	\$57.95
Apprentice	BHR	Percent										
1st Year	\$18.39	\$65.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	\$19.80	\$70.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	\$22.63	\$80.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Year	\$25.46	\$90.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

(*)Special Calculation Note :

Apprentices shall be paid the proper % of the classification above.

Ratio :

(1) Journeymen to (1) Apprentice per jobsite

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 42

Type of Rate: Commercial

Change #:
OCR01-2025ib

Craft:
Roofer

Effective Date:
1/29/2025

Effective Date:
1/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$33.18		\$8.40	\$8.78	\$0.50	\$0.00	\$1.68	\$0.21	\$0.00	\$0.00	\$52.75	\$69.34
Tradesman	\$26.54		\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.06	\$0.00	\$0.00	\$43.70	\$56.97
Apprentice	BHR	Percent										
1st Period	\$21.57	\$65.00	\$8.40	\$5.71	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$37.36	\$48.14
2nd Period	\$23.23	\$70.00	\$8.40	\$6.15	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$39.46	\$51.07
3rd Period	\$26.54	\$80.00	\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$43.64	\$56.92

(*)Special Calculation Note :

Other is for Training Fund

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Clermont, Hamilton, Highland, Pike, Warren

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	BHR	Percent										
First 6 months	\$28.21	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	\$29.97	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	\$31.73	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	\$33.50	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	\$35.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

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

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.