IMPROVEMENTS TO
THE MUNICIPAL ELECTRIC SYSTEM
OF THE
CITY OF PIQUA, OHIO

PROJECT MANUAL
FOR
CONTRACT NO. 016-00781-01 – GAS TURBINE GENERATOR NO. 9 ROOF REPLACEMENT PROJECT

FEBRUARY 2018
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ADVERTISEMENT FOR BIDS
City of Piqua – Gas Turbine Generator No. 9 Roof Replacement Project

Sealed Bids for the City of Piqua Gas Turbine Generator No. 9 Roof Replacement Project will be received by the Piqua Power System, 201 Hemm Avenue, Piqua, Ohio, until 2 p.m. Local Time on March 13, 2018 at which time they will be publicly opened and read.

In general, the Work consists of the removal and replacement of the existing roof on Gas Turbine Generator No. 9 Building.

The Bidding Documents, which include Reference Drawings and Specifications, may be examined and obtained from the City of Piqua website at http://www.piquaoh.org/bid.htm.

Bids must be signed and submitted on the separate bidding forms included in the Bidding Documents, and shall be accompanied by either a Bid Guaranty Bond, certified check, cashier’s check, or letter of credit on a solvent bank in the amount of not less than 5 percent of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful BIDDER will be required to furnish a satisfactory Performance Bond in the amount of 100 percent of the Bid.

Each Bid must contain the full name of the party or parties submitting the Bid and all persons interested therein. Each BIDDER must submit evidence of its experiences on projects of similar size and complexity. The Owner intends and requires that this project be completed per the Schedule in the Bid Documents.

All Contractors and Subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, Contractor compliance with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor’s Executive Order of 1972, and Governor’s Executive Order 84-9 shall be required.

BIDDER must comply with the prevailing wage rates on Public Improvements in Miami County and the City of Piqua, Ohio as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

No BIDDER shall withdraw his Bid after the actual opening thereof.

The Owner reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

Beverly M. Yount Purchasing Analyst City of Piqua

1st Advertise Date: February 22, 2018
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

A. BIDDER - The Individual or Entity who submits a Bid directly to the Owner.

B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. Successful Bidder - The lowest, responsible BIDDER submitting a responsive Bid to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

D. Bid Security - Bid Guarantee Bond in the form and amount as required by the City of Piqua (5%), or a certified check, cashier’s check or letter of credit being not less than 5% of the gross bid amount.

E. Performance Bond - The Bond in the form and amount required by the City of Piqua (100%).

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained as stated in the Advertisement or Invitation to Bid. The cost for obtaining the Bidding Documents is nonrefundable. All BIDDERS must purchase a set of Bidding Documents from the Owner in order to be considered for the project.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate BIDDER’s qualifications to perform the Work, BIDDER shall submit written evidence such as financial data, previous experience, present commitments, equipment manufacturers to be used, subcontractors, and other such data as may be called for in the Bid Documents.
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 On request, Owner will provide BIDDER access to the Site to conduct such examinations, investigations, and studies as BIDDER deems necessary for submission of a Bid.

4.02 It is the responsibility of each BIDDER before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. visit the Site and become familiar with and satisfy BIDDER as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy BIDDER as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. agree at the time of submitting its Bid that no further examinations, investigations, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

F. promptly give Engineer written notice of all conflicts of errors, ambiguities, or discrepancies that BIDDER discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to BIDDER; and;

G. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.03 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that BIDDER has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to BIDDER, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 Not Applicable.
ARTICLE 6 - SITE AND OTHER AREAS

6.01  The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01  All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, delivered, faxed, or emailed to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02  Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01  Each Bid must be accompanied by Bid Security made payable to Owner.

8.02  The Bid Security of Successful BIDDER will be retained until such BIDDER has executed the Contract Documents, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful BIDDER fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that BIDDER will be forfeited. The Bid Security of other BIDDERs whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or sixty-one days after the Bid opening, whereupon Bid Security furnished by such BIDDERs will be returned.

8.03  Bid Security of other BIDDERs whom Owner believes do not have a reasonable chance of receiving the award will be returned after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01  The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01  Provisions for liquidated damages, if any, are set forth in the Agreement.
ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, Individuals, or Entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, Individuals, or Entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, Individual, or Entity if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, Individual, or Entity, Owner may, before the Notice of Award is given, request apparent Successful BIDDER to submit a substitute in which case apparent Successful BIDDER shall submit an acceptable substitute, BIDDER’s price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the contract award.

12.02 If apparent Successful BIDDER declines to make any such substitution, Owner may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers, Individuals, or Entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any BIDDER. Any Subcontractor, Supplier, Individual, or Entity so listed and against which Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, Individual, or Entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer (or the Issuing Office).

13.02 All blanks on the Bid Form must be completed by printing in ink or by typewriter and the
bid signed. A bid price shall be indicated for each unit price item listed therein and in addition thereto make an extension based on the estimated quantities or the words “No Bid”, “No Charge”, or “Not Applicable” entered.

13.03 A Bid by corporations shall be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by partnerships shall be executed in the partnership name, signed by a partner (whose title must appear under the signature), and accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the BIDDER’s name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

13.08 All names must be typed or printed in ink below the signatures.

13.09 All Bids shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 The Bid shall contain evidence of BIDDER’s authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. State contractor license number for the state of the project, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

A. BIDDERs shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.
C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the BIDDER deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 If applicable, Bid prices will be compared after adjusting for differences in the time designated by BIDDERs for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in ARTICLE 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective BIDDER is furnished one copy of the Bidding Documents including one copy each of the Bid Form and the Bid Bond. The copy of the Bid Forms are to be completed in their entirety and submitted with the Bid Security.

15.02 Bids shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of BIDDER and accompanied by the Bid Security and other required documents. If the Bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “BID ENCLOSED”.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by appropriate written documentation duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted at any time prior to the date and time for the opening of Bids.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement and unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to BIDDERs after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 19 - AWARD OF CONTRACT
19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any BIDDER whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner may also reject the Bid of any BIDDER if Owner believes that it would not be in the best interest of the Project to make an award to that BIDDER. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER.

19.02 More than one Bid for the same Work from an Individual or Entity under the same or different names will not be considered. Reasonable grounds for believing that any BIDDER has an interest in more than one Bid for the Work may be cause for disqualification of that BIDDER and the rejection of all Bids in which that BIDDER has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, Owner will consider the qualifications of BIDDERs and may consider the experience of Subcontractors, Suppliers, and other Individuals or Entities proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other Individuals or Entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of BIDDERs, proposed Subcontractors, Suppliers, Individuals or Entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the BIDDER whose Bid is in the best interest of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 ARTICLE 5 of the General Conditions as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to the Performance Bond and insurance. When the Successful BIDDER delivers the executed Agreement to Owner, it must be accompanied by the required Performance Bond and Certificate(s) of Insurance.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful BIDDER, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as thereto attached. Within 15 days thereafter, Successful BIDDER shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful BIDDER with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES
22.01 Owner is exempt from Sales Taxes on materials and equipment to be incorporated in the Work (Exemption No. 31-6000136). Such taxes shall not be included in the Bid. Refer to paragraph 6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 - PREVAILING WAGE RATES

24.01 The BIDDER to whom the Contract is awarded will be required to pay, at a minimum, the prevailing wage rate promulgated by the State. Applicable wage rates are available on the website http://wagehour.bes.state.oh.us/w3/webwh.nsf/wrlogin/?openform. The following Prevailing Wage Determination Cover Letter provides further explanation.

ARTICLE 25 - ENGINEER’S ESTIMATE

25.01 NOT USED
**ARTICLE 26 - PROJECT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>In general, the project includes the removal and replacement of the existing roof on Gas Turbine Generator No. 9 Building.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT FUNDING</td>
<td>100% Local</td>
</tr>
<tr>
<td>ENGINEER'S ESTIMATE</td>
<td>N/A</td>
</tr>
<tr>
<td>PROJECT OWNER</td>
<td>City of Piqua</td>
</tr>
</tbody>
</table>
| PROJECT ENGINEER     | SSOE Group  
Toledo, Ohio                                                                                               |
| ADVERTISE DATES      | February 22, 2018                                                                                              |
| BID OPENING          | Where: Piqua Power System Service Center  
201 Hemm Avenue  
Piqua, Ohio 45356  
When: March 13, 2018 @ 2:00 PM Local Time                                                                       |
| FINAL COMPLETION DATE| To be determined                                                                                             |
| LIQUIDATED DAMAGES   | N/A                                                                                                          |
| PLANS & SPECS COST   | N/A                                                                                                          |
| OWNERS PROJECT REPRESENTATIVE | Tim Angle (937) 778-2077                                               |
BID FORM

PROJECT IDENTIFICATION

City of Piqua Power System
Gas Turbine Generator No. 9 Roof Replacement Project

THIS BID IS SUBMITTED TO:

City of Piqua
Piqua Power System
201 Hemm Avenue Piqua, Ohio 45356

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into the 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 Bid Price and within the Contract Times and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instruction to BIDDERS, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of the Owner.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
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</table>

B. BIDDER is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. BIDDER does not consider that any further examinations, investigations, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with other terms and conditions of the Bidding Documents;
E. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

F. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER; and

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that 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 agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any Individual or Entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
THE FOLLOWING DATA SHEETS MUST BE FILLED OUT TO THE RIGHT OF THE TRIM LINE - ANY WRITING TO THE LEFT OF THE TRIM LINE (TL) WILL NOT BE ACKNOWLEDGED

BID FORM SHALL NOT BE ENLARGED OR REDUCED.

ADDRESS:

________________________________________
________________________________________

TELEPHONE NUMBER:

Addenda Nos. Received:

________________________

1  BASE BID

**LABOR**

Price for Labor in Words

________________________________________

________________________________________ DOLLARS

Price for Labor in Figures

$ ________________

**MATERIAL**

Price for Material in Words

________________________________________

________________________________________ DOLLARS

Price for Material in Figures

$ ________________

**TOTAL BASE BID**

Total Base Price for Labor and Material in Words

________________________________________

________________________________________ DOLLARS

Total Base Price for Labor and Material in Figures

$ ________________
<table>
<thead>
<tr>
<th>Description:</th>
<th>Alternate No.</th>
<th>Change in Base Bid Price:</th>
<th>Change in Base Schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$______________________</td>
<td>Days ______ (Add)</td>
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<tr>
<td></td>
<td></td>
<td>$______________________</td>
<td>Days ______ (Deduct)</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>$______________________</td>
<td>Days ______ (Deduct)</td>
</tr>
</tbody>
</table>
Change in Base Schedule:

Days _______ (Add)
Days _______ (Deduct)

3 PRICE

The bid prices stated above are firm and fixed through completion of the Work.

4 SECURITY FOR BID

Accompanying this bid is a Bid Bond or a certified check in the amount of:

$____________________ Dollars

__________ Bid Bond

__________ Certified Check

5 SCHEDULING DATA

5.1 SCHEDULE FOR DRAWING SUBMITTAL

Shop Drawings will be submitted to the ENGINEER for review after date of Notice to Proceed within

______________ Calendar Days

5.2 INSTALLATION SCHEDULE

Installation will be completed after Notice to Proceed within:

______________ Calendar Days

The Contractor shall submit a comprehensive schedule with submittal dates of all information to be submitted by the Contractor after date of Notice to Proceed within:

______________ Calendar Days

6 DESCRIPTIVE DATA

The bidder submits the following data and information for the Work proposed:

6.1 Roofing Panels

Manufacturer

Provide both a data sheet and a drawing of the roofing panels with the bid.
7 - **LIST OF SUBCONTRACTORS**

Provide a list of subcontractors intended to be used to aid in the completion of the Work.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Description of Work</th>
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8 **CONTRACTOR’S REFERENCES**

To aid the OWNER in determining the bidder’s qualifications and experience, the bidder shall provide a list of his experience and/or installations in this class of work.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Contact Name/Telephone Number</th>
<th>Description of Work</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Contract Value</th>
<th>$</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Contact Name/Telephone Number</th>
<th>Description of Work</th>
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9  LIST OF EXHIBITS

The following is a complete list of all drawings photographs, bulletins, catalogs, and other descriptive matter submitted with and forming a part of this bid.

10  BOND AND AFFIDAVITS

The following Bond and Affidavits have been executed and are included:

STATE OF OHIO

 creatures  Bid Bond  
 creatures  Non-Collusion Affidavit  
 creatures  Ohio Revised Code Section 5719.042 Relating to Delinquent Personal Property Tax (construction only)  
 creatures  Affidavit In Compliance with Section 3517.13 of the Ohio Revised Code
SUPPLEMENTAL INFORMATION

The following supplemental information is to be attached to this Bid Form:

- Qualifications to do Business in the State of Ohio
- Financial Statement
- Statement of Experience
- Drawing of pre-engineered fabric structure
- Fabric data sheet
5.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.01 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following document is attached to and made a condition of this Bid:

A. Required Bid Security

8.01 Terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on __________________________, 2018
If BIDDER is:

**An Individual**

By: ___________________________  Name: ___________________________
   (Signature)  (Typed or Printed)

Federal I.D. Number: __________________________

doing business as: __________________________

Business Address: __________________________

Phone No.: __________________________
Fax No.: __________________________

**A Partnership**

_________________________  ____________________________
(Partnership Name)  (State of Formation of Partnership)

By: ___________________________  Name: ___________________________
   (Signature of Authorized Partner—attach evidence of authority to sign)  (Typed or Printed)

Business Address: __________________________

Phone No.: __________________________  Fax No.: __________________________

Federal I.D. Number __________________________

**A Corporation**

________________________________________________________
(Corporation Name)

________________________________________________________
(State of Incorporation)

By: ___________________________  Name: ___________________________
   (Signature of Officer Authorized to Sign – attach evidence of authority to sign)  (Typed or Printed)
   (Title)

Business Address: __________________________

Phone No.: __________________________  Fax No.: __________________________

Federal I.D. Number: __________________________
BID GUARANTY BOND

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

(BIDDER) and

______________________________ as principal

as Sureties, are hereby held and firmly bound unto the City
of Piqua as OWNER (OWNER) in the penal sum of the dollar amount of the bid submitted by the principal
to the OWNER on the _______ day of _______, 2018 to undertake the project known as Gas Turbine
Generator No. 9 Roof Replacement Project.

The penal sum referred to herein shall be the dollar amount of the principal’s bid to the OWNER,
incorporating any additive or deductive alternate proposals made by the principal on the date referred to above
to the OWNER, which are accepted by the OWNER. 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 alternates. Alternatively, if the blank is filled in, the amount stated must not be less
than 5% of the full amount of the bid including alternates, in dollars and cents.) For the payment of the penal
sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has
submitted a bid for the above referenced project.

Now, therefore, if the OWNER 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 OWNER the difference not to exceed five percent of the penalty hereof between the
amount specified in the bid and such larger amount for which the OWNER may in good faith contract with
the next lowest BIDDER to perform the work covered by the bid; or in the event the OWNER does not award
the contract to the next lowest BIDDER and resubmits the project for bidding, the principal pays to the
OWNER the difference not to exceed five percent 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 OWNER accepts the bid of the
principal and the principal within fifteen 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 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 OWNER herein; then this obligation shall be
void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that
the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this
obligation as herein stated.
The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way 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 in or to the plans and specifications.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this __________________ day of __________, 2018.

**BIDDER AS PRINCIPAL**

__________________________
Company name

__________________________
Street

__________________________
By: ______________________

__________________________
Signature

__________________________
Witness

__________________________
Name and Title

**SURETY**

__________________________
Surety’s name and seal

__________________________
Street

__________________________
City State Zip

__________________________
Agency name

__________________________
By: ______________________

__________________________
Signature (Attach Power of Attorney)

__________________________
Witness

__________________________
Name and Title
NON-COLLUSION AFFIDAVIT OF BIDDER

State of Ohio, County of Miami
City of Piqua

________________________________________
(Name of Individual)

________________________________________
(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND SAY THAT (HE/SHE, THEY) RESIDE AT

________________________________________
(Resident Address)

AND THAT (HE/SHE IS, THEY ARE) THE ONLY PERSON(S) WITH SAID

________________________________________
(Name of Company)

________________________________________
(Company Address)

INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT: THAT THE
SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE
PROFITS THEREOF, WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK:
THAT THE SAID CONTACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT
COLLUSION OR FRAUD, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF THE
CITY OF PIQUA, OHIO, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

Signature _______________________________ Title _______________________________

Company _______________________________ Date _______________________________

SUBSCRIBED TO AND SWORN TO THIS _______ DAY OF _____________, 2018

_____________________________________
Notary Public
STATE OF OHIO  
COUNTY OF MIAMI

I ________________________________ am ________________________________
(Name) (Title)

of

(BIDDER)

(Address: Street, City, State, Zip)

being first duly sworn, deposes and says as follows:
(answering whichever is applicable by placing an “X” before Items 1 or 2.)

1. ( ) We are not charged with any delinquent personal property taxes on the general tax list of personal property in City of Piqua, Ohio.

2. ( ) We are charged with delinquent personal property taxes on the general tax list of City of Piqua, Ohio including unpaid penalties and interest in the amount of $__________.

Sworn and subscribed before me this
      _____  day of_______ , 2018
(Signature)

Notary Public in and for said State

My Commission Expires:___________
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO
COUNTY OF ____________ SS:

Personally appeared before me the undersigned, as an individual or as a representative of
______________________________________ for a contract for a City of Piqua Gas Turbine Generator No. 9 Roof Replacement Project (Name of Entity)
to be let by City of Piqua, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made within the previous twenty four months and that, if awarded a contract for the purchase of goods or services in the aggregate in excess of $10,000.00, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of $1,000, to the Mayor of Piqua or his individual campaign committee:
   a. myself;
   b. any partner or owner or shareholder of the partnership (if applicable);
   c. any owner of more than 20% of the corporation or business trust (if applicable);
   d. each spouse of any person identified in (a) through (c) of this section;
   e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made within the previous twenty four months, and that, if awarded a contract for the purchase of goods or services in the aggregate in excess of $10,000.00, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of $2,000, to the Mayor of Piqua or his individual campaign committee:
   a. myself;
   b. any partner or owner or shareholder of the partnership (if applicable);
   c. any owner of more than 20% of the corporation or business trust (if applicable);
   d. each spouse of any person identified in (a) through (c) of this section;
   e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature_______________________________________
Title: __________________________________________

Sworn to before me and subscribed in my presence this _____ day of ____________________, 20______.

Notary Public ___________________
My Commission Expires: ___________________________
NOTICE OF AWARD

TO: __________________________________________
   (BIDDER) (Address)

CONTRACT FOR: Gas Turbine Generator No. 9 Roof Replacement Project

You are notified that your Bid dated _________________ for the above Contract has been considered. You are the apparent Successful BIDDER and have been awarded a Contract for:

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is __________________________
______________________ dollars ($__________________).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Additional sets of the Drawings may be requested at the pre-construction meeting for this project.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by ________________.


2. You must deliver with the executed Contract Documents the Contract Security (Bond) as specified in the Instructions to Bidders (ARTICLE 20), and as further described in Article 5 of the General and Supplementary Conditions.

3. You must deliver with the executed Contract Documents the Certificates of Insurance as specified in the Instructions to Bidders (ARTICLE 20), and as further described in Article 5 of the General and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

City of Piqua
By:

(Authorized Signature) (Title)
**AGREEMENT**

**THIS AGREEMENT** is by and between the City of Piqua, Ohio (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1 - WORK**

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

   In general, the Work consists of the removal and replacement of the existing roof on Gas Turbine Generator No. 9 Building.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents is generally described is as follows:

   Gas Turbine Generator No. 9 Roof Replacement Project

**ARTICLE 3 - ENGINEER**

3.01 The Project has been specified by SSOE Group who is hereinafter called ENGINEER and who is to act as OWNER’s representative, assume duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
ARTICLE 4 - CONTRACT TIME

4.01 Time of the Essence

A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Completion and Final Payment

A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence for this Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars ($500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment, until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds the Contract Price of

____________________________________
____________________________________
____________________________________
($_______________________).

The Contract price is based on the following:

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with ARTICLE 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 6 of the Construction General Conditions. Applications for Payment will be processed by the Engineer as provided in the Construction General Conditions. Owner shall make payments on account of the Contract Price on the basis of
ARTICLE 7 - NOT USED

ARTICLE 8 - CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents;

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance of the Work;

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. CONTRACTOR 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 Contract Documents;

E. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;

F. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR; and

G. the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to A-9, inclusive).


4. General Conditions (pages 1 to 42, inclusive).

5. Supplementary Conditions (SC-1 to SC-8, inclusive).

6. Specifications bearing the title Gas Turbine Generator No. 9 Roof Replacement Project.

7. Addenda number(s) , (inclusive).

8. CONTRACTOR’s Bid (pages B-1 to B-10, inclusive).

9. Documentation submitted by CONTRACTOR prior to Notice of Award.

10. The following forms are provided for possible use after the Effective Date of the Agreement and are attached hereto:
    a. Application for Payment;
    b. Contractor’s Affidavit, Final Estimate; and
    c. Affidavit – City Income Tax
    d. Affidavit of Compliance, Prevailing Wages
    e. Escrow Agreement
    f. Signing Authority for Corporations Form
    g. Affidavit in Compliance with Section 3517.13 of the Ohio Revised Code

The documents listed in paragraph 9.01 are included within this Agreement (except as expressly noted otherwise above).

B. There are no Contract Documents other than those listed above in this ARTICLE 9.

C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _______________, 2018 (which is the Effective Date of the Agreement.)

OWNER

City of Piqua, Ohio

BY:

____________________________
Gary A. Huff, City Manager

Witness ______________________

Address for giving notices:

201 W. Water Street
Piqua, Ohio 45356

CONTRACTOR

____________________________________

BY:

____________________________

(Name and Title)

Witness ______________________

Address for giving notices:

____________________________________

____________________________________

(If CONTRACTOR is a corporation, or a partnership, attach evidence of authority to sign).

Email address for wage rate update notices:

____________________________________
CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Piqua, Ohio hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

BY:____________________________________ DATE: _____________________________
   Cynthia Holtzapple, Director of Finance

APPROVED BY OWNER’S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this contract as to form.

BY:____________________________________ DATE: _____________________________
   Stacy M. Wall, Law Director
Exhibit “B”

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned: ________________ as principal (CONTRACTOR), and ________________ as Sureties, are hereby held and firmly bound unto the City of Piqua, Ohio as OWNER (OWNER) in the penal sum of ________________ dollars ($__________). (If the foregoing blank is not filled in, the penal sum will be 100% of the full amount of the principal’s bid amount, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than 100% of the full amount of the bid amount, including alternates, in dollars and cents.), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the day of __________, 2018, enter into a certain Contract with ________________ the OWNER, to undertake the project known as Gas Turbine Generator No. 9 Roof Replacement Project which said contract is made a part of this bond the same as though set forth herein;

Now, 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 of the benefit of any materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its bond and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the Contract or in or to the plans or specifications.
WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this __________ day of __________, 2018.

CONTRACTOR AS PRINCIPAL

Company name

______________________________

Street                          City                          State                          Zip

BY: __________________________                         __________________________

Signature                          Witness

Name and Title

SURETY

Surety’s name

______________________________

Street                          City                          State                          Zip

SURETY AGENT

Agency name

______________________________

Street                          City                          State                          Zip

BY: __________________________                         __________________________

Signature (Attach Power of Attorney)                          Witness

Name and Title

APPROVED BY OWNER’S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio hereby approves this document as to form and correctness.

BY: __________________________                         DATE: __________________________

Stacy M. Wall, Law Director
Exhibit “C”

MAINTENANCE AND GUARANTEE BOND

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

as principal (CONTRACTOR), and ____________________________ as Sureties, are hereby

held and firmly bound unto the City of Piqua, Ohio as OWNER (OWNER) in the penal sum of

______________________ dollars ($_______). (If the foregoing blank is not filled in, the penal sum

will be 100% of the full amount of the principal’s final contract amount, including alternates.

Alternatively, if the blank is filled in, the amount stated must not be less than 5% of the full amount of

the final contract amount, including alternates, in dollars and cents.) to be paid to said OWNER for

the payment of which well and truly to be

made, we hereby jointly and severally bind ourselves, our

heirs, executors, administrators, successors, and assigns.

Whereas the above named principal did on the ______ day of ______, 2018, enter into a certain

Contract with the OWNER, to undertake the project known as Gas Turbine Generator No. 9 Roof

Replacement Project which said Contract is made a part of this bond the same as though set forth herein;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under

said Contract, the above-named principal has agreed with the OWNER that for a period of one (1) year

after the date of final payment and acceptance (as that term is defined in the Contract Documents), to

keep in good order and repair any defect in the Work done under said Contract either by the principal,
or subcontractors or material suppliers, that may develop during said period due to improper materials,
defective equipment, workmanship or arrangements, and any other Work affected in making good such
imperfections, shall also be made good without expense to the OWNER, excepting only such part or
parts of said Work as may have been disturbed without the consent or approval of the principal after
the final acceptance of the Work, and that whenever directed so to do by the OWNER by notice served
in writing, either personally or by mail on the principal or on the Surety will proceed at once to
make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date
of service of such notice, or within reasonable time not less than one week, as shall be fixed in said
notice, then the OWNER shall have the right to purchase such materials and employ such labor and
equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and
charge the expense thereof, to and receive same from said principal or Surety. If any repair is
necessary to be made at once to protect life and property, then and in that case, the OWNER may take
immediate steps to repair or barricade such defects without notice to the principal. In such case, the
OWNER shall not be held to obtain the lowest figures for the doing of the Work, or any part thereof,
but all sums actually paid therefore shall be charged to the principal or Surety. The judgment of the
OWNER is final and conclusive as to the principal and the Surety. If the said principal for a period
specified in paragraph 13.07 of the General Conditions shall keep said Work so constructed under said
Contract in good order and repair, excepting only such part or parts of said Work which may have been
disturbed without the consent or approval of said principal after the final acceptance of the same, and
shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said
notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs,
should the principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend,
and save harmless

016-00781-01
Exhibit “C”

the OWNER from all suits and actions for damages of every name and description brought claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, subcontractors, suppliers, servants, agents, or employees, in the prosecution of the Work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

WITNESS of hands SIGNED AND SEALED, the parties hereto have caused this instrument to be executed by their respective authorized officers this ______ day of __________, 2018.

CONTRACTOR AS PRINCIPAL

________________________________________________________________________

Company name

________________________________

Street City State Zip

BY: ____________________________

Signature Witness

________________________________

Name and Title

SURETY

________________________________

Surety’s name

________________________________

Street City State Zip

SURETY AGENT

________________________________

Agency name

________________________________

Street City State Zip

BY: ____________________________

Signature (Attach Power of Attorney) Witness

________________________________

Name and Title

016-00781-01
APPROVED BY OWNER’S LEGAL OFFICER

The undersigned, as Law Director of the City of Piqua, Ohio, Ohio hereby approves this document as to form and correctness.

BY: __________________________ DATE: __________________________
Stacy M. Wall, Law Director
INSTRUCTIONS FOR EXECUTING CONTRACT

If the CONTRACTOR be a corporation or company, the following certificate should be executed:

Date: ______________________, 20__

I,_______________________________, certify that I am the __________________ Secretary of the corporation named as CONTRACTOR hereinabove; that ________________, who signed the foregoing Contract on behalf of the CONTRACTOR, was then _______________ of said corporation; that said Contract was fully signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_________________________________ (Corporate Seal)
(Signature)

If the Contract be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal, in lieu of the foregoing certificate, there may be attached to the Contract copies so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary under the corporate seal to be true copies.

The full name and business address of the CONTRACTOR should be inserted and the Contract should be signed with his official signature. Please have the name of the signing party, or parties typewritten or printed under all signatures to the Contract.

If the CONTRACTOR should be operating as a partnership, each partner should sign the Contract. If the Contract be not signed by each partner, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If the CONTRACTOR be an individual, the trade name (if the CONTRACTOR be operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the CONTRACTOR, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for and in behalf of the CONTRACTOR.

END OF SIGNING AUTHORITY FOR CORPORATIONS FORM
NOTICE TO PROCEED

DATED: ________________

TO: __________________________________________________________________________
    (Contractor)

ADDRESS: ______________________________________________________________________

CONTRACT FOR City of Piqua Gas Turbine Generator No. 9 Roof Replacement Project

You are notified that the Contract Times under the above Contract will commence to run on . By that date, you are to start performing your obligations under the Contract Documents. In accordance with ARTICLE 4 of the Agreement the Work will be completed per the Bid Documents.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and OWNER must each deliver to the other (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents and as further described in section 5.04 of the Supplementary Conditions.

Also, before you may start any Work at the Site, you must: (add other requirements)

__________________________________________________________________________

__________________________________________________________________________

OWNER

City of Piqua

BY: ______________________________________________________________________
    (Authorized Signature)

CITY MANAGER __________________________________________________________________
    (Title)
APPLICATION FOR PAYMENT NO. __________________________

Project: Gas Turbine Generator No. 9 Roof Replacement Project
Owner: City of Piqua
Contractor: ______________________________ Project No. 016-00781-01
Engineer: SSOE Group.

Period of Estimate: From __________ To __________

1. Original Contract Price: $ __________________________
2. Net change by Change Order: $ __________________________
3. Current Contract Price (1 plus 2) $ __________________________
4. Work Completed* $ __________________________
5. Stored Materials* $ __________________________
6. Subtotal (4 plus 5) $ __________________________
7. Total completed and stored to date: $ __________________________
8. Retainage (per Agreement): $ __________________________
   8% of completed and stored to date:
9. Total completed and stored to date less retainage (7 minus 8) $ __________________________
10. Less previous Application for Payments $ __________________________
11. DUE THIS APPLICATION (9 MINUS 10): $ __________________________

* Detailed breakdown attached

CONTRACT TIME: On Schedule ☐ Yes ☐ No

CONTRACTOR’S CERTIFICATION:
The undersigned CONTRACTOR certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.

Dated __________ Contractor ______________________________ By: ______________________________

State of Ohio, County of ______________________

Subscribed and sworn to before me this ________ day of ____________________, 2018.

________________________________________
Notary Public
My Commission expires:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated __________ Project Inspector: ______________________________

016-00781-01
CONTRACTOR’S AFFIDAVIT Final Estimate

STATE OF OHIO     ss
COUNTY OF MIAMI

The undersigned, ________________________________ hereby represents

that on __________________ it was awarded a contract by the City of Piqua, Ohio hereinafter called the OWNER, for the Gas Turbine Generator No. 9 Roof Replacement Project in accordance with terms and conditions of the Contract; and the undersigned further represents that the subject Work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from Subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the OWNER.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release, and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the OWNER.

This affidavit is freely and voluntarily given with full knowledge of the facts, on the _____ day of __________, 2018.

CONTRACTOR

BY: ________________________________

TITLE: ________________________________

Subscribed and sworn to before me this ______ day of ______________, 2018.

______________________________  ________________________________
Notary Public                     SEAL

My Commission Expires

016-00781-01
AFFIDAVIT - CITY INCOME TAX

STATE OF OHIO ss
COUNTY OF MIAMI

_______________________________ being first duly sworn deposes and says as follows:

1. That he holds the office of _____________________ in the
_______________________________ (Company), which Company duly
executed a contract with the City of Piqua, Ohio, Ohio, under date of ________________;

That said Company has complied in all respects with the City of Piqua, Ohio, Income Tax
Ordinances and Regulations, as the same pertain to said Gas Turbine Generator No. 9 Roof
Replacement Project;


_______________________________
(Authorized Signature)

Swore to and subscribed in my presence this _____ day of __________, 2018, in __, Ohio.

_______________________________ SEAL
(Notary Public)
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

Gas Turbine Generator No. 9 Roof Replacement Project (Project name and location)

project, during the period from ________________ to _____________ are in 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 __________________, 2018.

__________________________________________ (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.
# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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.

1. 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.

2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. Application for Payment—The form acceptable to Engineer 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.

4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

6. Bidder—The individual or entity who submits a Bid directly to Owner.


8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. Change Order—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard
copies of the items listed in the Agreement are Contract Documents. Approved Shop
Drawings, other Contractor submittals, and the reports and drawings of subsurface and
physical conditions are not Contract Documents.

13. **Contract Price**—The money payable by Owner to Contractor for completion of the Work in
accordance with the Contract Documents as stated in the Agreement (subject to the
provisions of Paragraph 11.03 in the case of Unit Price Work).

14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve
Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it
is ready for final payment as evidenced by Engineer’s written recommendation of final
payment.

15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.

16. **Cost of the Work**—See Paragraph 11.01 for definition.

17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which
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.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes
effective, but if no such date is indicated, it means the date on which the Agreement is signed
and delivered by the last of the two parties to sign and deliver.

19. **Engineer**—The individual or entity named as such in the Agreement.

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

21. **General Requirements**—Sections of Division 1 of the Specifications.

22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs,
Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances
that may present a substantial danger to persons or property exposed thereto.

23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section
1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or
personal property.

26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate
completion date or time prior to Substantial Completion of all the Work.
27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. Notice to Proceed—A written notice given 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 under the Contract Documents.

29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. PCBs—Polychlorinated biphenyls.

31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. 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.

33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

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

38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. 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.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. 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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. 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 at the Site.

44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, 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.

45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.

47. 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 Subcontractor.

48. 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 those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

50. 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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer 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.

1.02 Termination

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives:

1. 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. 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 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 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day:

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

D. Defective:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

   a. does not conform to the Contract Documents; or

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

   c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
E. **Furnish, Install, Perform, Provide:**

1. 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.

2. 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.

3. 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.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. 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.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. 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.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times: Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. 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 Agreement, whichever date is earlier.
2.04 **Starting the Work**

A. 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 the date on which the Contract Times commence to run.

2.05 **Before Starting Construction**

A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. 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 Documents;

2. a preliminary Schedule of Submittals; and

3. 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.

2.06 **Preconstruction Conference; Designation of Authorized Representatives**

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, 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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 **Initial Acceptance of Schedules**

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.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.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on
Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

B. 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 reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, 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, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, 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 Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:
1. **Contractor's Review of Contract Documents Before Starting Work**: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. **Contractor's Review of Contract Documents During Performance of Work**: If, 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) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

**B. Resolving Discrepancies:**

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. 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).

**3.04 Amending and Supplementing Contract Documents**

A. The Contract Documents may be amended to provide for additions, deletion, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. 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 or its consultants, including electronic media editions; or

2. 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 and specific written verification or adaptation by Engineer.

B. 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.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are
unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the
Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site
or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of
record legal title and legal description of the lands upon which the Work is to be performed and
Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction
lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for
temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

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

2. those drawings known to Owner of physical conditions relating to existing surface or
   subsurface structures at the Site (except Underground Facilities).

B. Limited 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. Such “technical data” is identified in the Supplementary
Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or
make any claim against Owner or Engineer, or any of their officers, directors, members, partners,
employees, agents, consultants, or subcontractors with respect to:

1. 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

2. other data, interpretations, opinions, and information contained in such reports or shown or
   indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such
   other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or
   revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to
   rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or

4. 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work: subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. 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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

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

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

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

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree
on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. 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.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. Limited 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. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. 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

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with
such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.4); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer 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, 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 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) 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 an 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, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, 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 engineers, 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, provided such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, 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 engineers, 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 by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to
indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5—BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an 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. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notice, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of
insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's 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 maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

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

5.04 Contractor's Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which 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:

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

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

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
   b. by any other person for any other reason;

5. 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; and
6. 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.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. 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 Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:
   a. Such insurance shall remain in effect for two years after final payment.
   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary 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.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, 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.
5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. 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, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, 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 Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 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 Owner and Contractor and to
each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee or otherwise payable under any policy so issued.

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

1. 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

2. 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 utilization pursuant to
Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.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, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have
acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 Supervision and Superintendence
A. 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. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. 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 except under extraordinary circumstances.

6.02 Labor; Working Hours
A. 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.

B. 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. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment
A. 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, 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, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
C. 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.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 
as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) 
proposed adjustments in the Progress Schedule that will not result in changing the Contract 
Times. Such adjustments will comply with any provisions of the General Requirements 
applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be 
submitted in accordance with the requirements of Article 12. Adjustments in Contract Times 
may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents 
by using the name of a proprietary item or the name of a particular Supplier, the specification or 
description is intended to establish the type, function, appearance, and quality required. Unless 
the specification or description contains or is followed by words reading that no like, equivalent, 
or "or-equal" item or no substitution is permitted, other items of material or equipment or 
material or equipment of other Suppliers may be submitted to Engineer for review under the 
circumstances described below.

1. "Or-Equal" Items: If in Engineer’s sole discretion 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, it may be considered by Engineer as an “or-equal” item, in 
which case review and approval of the proposed item may, in Engineer’s sole discretion, be 
accomplished without compliance with some or all of the requirements for approval of 
proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of 
material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, 
   strength, and design characteristics;

2) 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; and

3) it has a proven record of performance and availability of responsive service.

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

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

2. Substitute Items:

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

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

   b) be similar in substance to that specified, and

   c) be suited to the same use as that specified;

2) will state:

   a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

   b) 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

   c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

   a) all variations of the proposed substitute item from that specified, and

   b) available engineering, sales, maintenance, repair, and replacement services; and
4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer 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.

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

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.05.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other
individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. 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 any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer 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. Nothing in the Contract Documents:

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

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

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. 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.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.
6.07 Patent Fees and Royalties

A. 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, 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.

B. 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 engineers, 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.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, 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 engineers, 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.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. 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 shall be responsible for monitoring Contractor’s compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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 Work. However, it shall not be Contractor’s responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. 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.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, 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 engineers, 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, or any other party indemnified hereunder to the extent caused by or based upon Contractor’s performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other 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.

C. 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 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.

D. Loading 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 property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. 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:

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

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

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

B. 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 owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor’s safety program with which Owner’s and Engineer’s employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).

F. Contractor’s duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. 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.

6.15 Hazard Communication Programs

A. 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.

6.16 Emergencies

A. 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 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 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.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
   
a. Submit number of copies specified in the General Requirements.
   
b. 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 the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
   
2. *Samples:*
   
a. Submit number of Samples specified in the Specifications.
   
b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
   
   B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
   
C. *Submittal Procedures:*
   
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
   
a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   
b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   
c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
   
d. 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.
   
2. 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 and approval of that submittal.
   
3. With each submittal, Contractor shall give Engineer 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 both a written communication separate from the Shop.
Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer’s Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer’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.

2. Engineer’s review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer’s review and approval 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 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer 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 on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor’s General Warranty and Guarantee

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

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:
1. 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

2. normal wear and tear under normal usage.

C. 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:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, 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 engineers, 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, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission 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.

B. In any and all claims against Owner or Engineer 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 6.20 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.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. 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 law.

B. 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 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, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer 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 have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer'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'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 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.
ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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 and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer 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.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.
7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s wrongful action or inactions.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

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

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.
8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner’s Responsibilities

A. 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 procedures 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.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. 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.

8.12 Compliance with Safety Program

A. 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 pursuant to Paragraph 6.13.D.

ARTICLE 9 - ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Owner’s Representative

A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer 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, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or
continuous inspections on the Site to check the quality or quantity of the Work. Engineer'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 will keep Owner informed of the progress of the Work and will endeavor
to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and
responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result
of Engineer's visits or observations of Contractor's Work, Engineer 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.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist
Engineer in providing more extensive observation of the Work. The authority and responsibilities
of any such Resident Project Representative and assistants will be as provided in the
Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in
Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the
Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and
limitations thereon of such other individual or entity will be as provided in the Supplementary
Conditions.

9.04 Authorized Variations in Work

A. Engineer may authorize minor variations in the Work from the requirements of the Contract
Documents which 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. These may be accomplished by a Field Order and will be
binding on Owner and also on Contractor, who shall perform the Work involved promptly. If
Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or
Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or
extent, if any, of any such adjustment, a Claim may be made therefor as provided in
Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that
Engineer believes will not produce a completed Project that conforms to the Contract Documents
or that will prejudice the integrity of the design concept of the completed Project as a functioning
whole as indicated by the Contract Documents. Engineer will also have authority to require
special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the
Work is fabricated, installed, or completed.
9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer 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 shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer 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 will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer 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.

D. Engineer'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 14.07.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.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. 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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. 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 a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. 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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. 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.

10.05 Claims

A. Engineer’s Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in
Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. Engineer's Action. Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, 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 is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs 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 11.01.B, and shall include only the following items:

1. 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 prorated 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, 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.

2. 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.

3. 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, 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 11.01.

4. 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.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, 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.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
c. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.

d. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than 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. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee.

e. The cost of utilities, fuel, and sanitary facilities at the Site.

f. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

g. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. 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, expediters, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor’s fee.

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

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

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
C. Contractor’s Fee: When all the Work 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 or when a Claim for an 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 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. 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.

B. Cash Allowances:

1. Contractor agrees that:

   a. 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

   b. 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.

C. Contingency Allowance:

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

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

11.03 Unit Price Work

A. 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.

B. 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 subject to the provisions of Paragraph 9.07.
C. 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.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. 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

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

3. 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.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. 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:
a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent;

c. 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. 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

f. 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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.03.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 Price or the Contract Times, or both. 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.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is 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 described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests 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.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. 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 the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

F. Uncovering Work as provided in Paragraph 13.04.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

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

C. If it is found that the uncovered Work is defective, 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, 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.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. 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 land or areas made available for Contractor’s use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
B. 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. 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) will
be paid by Contractor.

C. 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.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or
removed and replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or
warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a
waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and,
prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may
do so. 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) attributable to Owner's evaluation of and
determination to accept such defective Work (such costs to be approved by Engineer as to
reasonableness) and for the diminished value of the Work to the extent not otherwise paid by
Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's
recommendation of final payment, a Change Order will be issued incorporating the necessary
revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an
appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.
If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as
provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate
amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective
Work, or to remove and replace rejected Work as required by Engineer in accordance with
Paragraph 13.06.A, 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,
Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, 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 and Engineer’s consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. 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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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.

D. 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 13.09.

ARTICLE 14 -- PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is 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 or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. 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.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

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

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

   a. the Work has progressed to the point indicated;

   b. 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, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

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

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. 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 in the Contract Documents; or

   b. 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.
4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

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

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

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

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

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer’s opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;
b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.e or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.

3. 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 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. 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 tentative list.

14.05 Partial Utilization

A. 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, 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:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04 A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 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.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.
14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, 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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. 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.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for
Payment, indicate in writing Engineer’s recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer 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.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer’s recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor’s continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. 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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor’s persistent 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor’s repeated disregard of the authority of Engineer; or


B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. 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;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days
written notice to Owner and Engineer, and provided Owner or Engineer 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 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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 the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations 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 as 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.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
SECTION 00 73 05
SUPPLEMENTARY CONDITIONS

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

Article 1 Definitions and Terminology

The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract (C-700, 2007 Edition), have the meanings assigned to them in the General Conditions.

SC 1.01.04 Asbestos

Amend to read in part; "...levels established by the United States Occupational Safety and Health Administration and/or as defined by the local regulatory authority have jurisdiction over the Project."

SC 1.01.14 Contract Times

Amend to read, "The dates stated in the Agreement to complete the Work so that it is ready for issuance of the Certificate of Final Completion as evidenced by Engineer's written recommendation.

SC 1.01.17 Drawings

Add the following sentence to the definition.

"Drawings may also be described as Plans."

SC 1.01.19 ENGINEER

Revise the term to read "ENGINEER or ENGINEER/ARCHITECT."
SC 1.01.52 Final Completion

Add the following term and definition.

"52. Final Completion – The Project will be complete when all Work on the Project Site is complete, including all punch list items; the CONTRACTOR has submitted to the ENGINEER/ARCHITECT, all CONTRACTOR generated documents required for submission of the Clean Ohio Revitalization Fund, "No Further Action, (NFA) Letter; and the Certificate of Final Completion has been executed by the CONTRACTOR, the ENGINEER/ARCHITECT, and the OWNER.

SC 1.01.53 Written Notice

Add the following term and definition.

"53. Written Notice – Any notice to any party of the Contract relative to any part of this Contract shall be in writing, and considered delivered and the service thereof completed once posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work."

SC 1.01.54 Grant

Not applicable

SC 1.01.55 Grantor

Not applicable

SC 1.01.56 Grantee

Not applicable
SC 1.02 Terminology

Add the following paragraphs G, H, and I.

"G. Imperative Mood. These specifications are written to the BIDDER before the award of the Contract and to the CONTRACTOR after award of the Contract. The sentences that direct the CONTRACTOR to perform work are mostly written as commands. For example, a requirement to provide cold-weather protection would be expressed as, 'Provide cold-weather protection for concrete,' rather than 'The Contractor shall provide cold-weather protection for concrete.' In the imperative mood, the subject 'the Bidder' or 'the Contractor' is understood.

"H. Engineer/Architect Interpretations. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where 'demonstrated, contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned,' it shall be understood as if the expression were followed by the words 'by the Engineer/Architect' or 'to the Engineer/Architect.'

"I. 'Shown.' When this term is used in the specifications, it means 'shown on the drawings' unless stated otherwise."

SC 2.01 Delivery of Bonds and Evidence of Insurance

Revise paragraph A., to read: "When CONTRACTOR delivers the executed counterparts of the Agreement to OWNER, CONTRACTOR shall also deliver to OWNER such bonds and certificates of insurance, with copies to each additional insured identified in the Supplementary Conditions, which the CONTRACTOR is required to purchase and maintain in accordance with Article 5."

Revise paragraph B., to read: "Before any Work at the Site is started, the OWNER shall deliver to the CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance which the OWNER is required to purchase and maintain in accordance with Article 5."
SC-2.02 Copies of Documents
Revise paragraph A, the first sentence to read: “The OWNER shall furnish the CONTRACTOR five copies of Contract Documents...”

SC-2.03 Commencement Of Contract Times, Notice To Proceed
Revise paragraph A to read as follows: “A. The Contract Times will begin on the day indicated in the Notice to Proceed. The date for the Contract Times may be extended by mutual agreement via an executed Change Order, between the OWNER and the CONTRACTOR.”

SC-2.04 Starting the Work
Revise paragraph A, read: “Contractor shall start to perform the Work no later than the date when the Contract Times commence to run. No Work shall be done at the Site, prior to the Effective Date stated in the Notice to Proceed.”

SC-2.05 Before Starting Construction
Revise 2.05 to read:

“A. Refer to Section 01 32 16 Schedules and Reports, for requirements associated with Progress Schedules and Reports.

B. Refer to Section 01 29 73 Schedule of Values, for requirements associated with Schedule of Values.”

SC-2.06 Preconstruction Conference; Designation of Authorized Representatives
Revise paragraph A to read: “Refer to Section 01 31 19 Project Meetings, for requirements associated with Preconstruction Conference.”

SC-2.07 Initial Acceptance of Schedules
Revise paragraph A to read: “Refer to Section 01 32 16 Schedules and Reports, for requirements associated with Progress Schedules and Reports.”

SC-2.08 Progress Meetings
Added the following paragraph to Article 2, which shall read::

“2.08 A. Refer to Section 01 31 19 Project Meetings, for requirements associated...”
with Progress Meetings.

SC-3.02 Reference Standards

Revise paragraph A.1, to read: "Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, whether such references be specific or by implication, shall mean the latest standard or specification in effect (60) days prior to the date of taking Bids. All laws, codes, standards, and/or regulations of governmental authority shall be the latest at the time of opening of Bids."

SC-3.06 Electronic Data

Revise paragraph A to read: "Electronic data files furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, may be relied upon, if it is the sole source of specific data and/or information. If the Owner or Engineer has delivered printed copy (also known as hard copies) to Contractor, of the same specific data and/or information or if the Contractor has delivered hard copies to the Owner or Engineer, the hard copies govern."

SC-4.02 Subsurface and Physical Conditions

Replace paragraph 4.02 B., with the following:

"B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "Technical Data" contained in the Technical Reports and Technical Drawings. Such Technical Reports and Technical Drawings are not Contract Documents. CONTRACTOR may not rely upon or make any claim against OWNER or ENGINEER, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. The completeness of such Technical Reports and/or Technical Drawings for CONTRACTOR's purposes including but not limited to:
   a. Quantities of Work; or
   b. Any aspect of the CONTRACTOR's unique means, methods, techniques, sequences, and procedures of abatement, demolition, and/or construction to be employed by CONTRACTOR, and the safety precautions and programs incident thereto; or

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. Any CONTRACTOR interpretation of or conclusion drawn from any "Technical Data" or any such other data, interpretations, opinions, or information."
Add paragraph 4.02 C.

"C. The following are Technical Reports, and Technical Drawings identified as containing Technical Data:

1. Drawings found in Appendix 1.

SC-4.03 Differing Subsurface or Physical Conditions

Replace paragraph 4.03 A with the paragraphs, which shall read:

"A. Notice: If CONTRACTOR believes that any surface, subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. Is of such nature as to require a change in the Contract Documents; or

2. Differs materially from that shown or indicated in the Contract Documents, Technical Data, or the Contractor's prebid surveys and/or assessments; or

3. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent on 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 6.16 A), notify OWNER and ENGINEER in writing, using the request for information form (RFI), provided in the Bidding and Contract Documents, about such condition. CONTRACTOR shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.

The rights and obligations of this section are specifically excluded from the CONTRACTOR's prebid complete and thorough asbestos survey and subsequent quantification. It is a condition precedent to the award of this Contract, that the CONTRACTOR has performed a prebid complete and thorough asbestos survey of the Project Site and Facilities, that is sufficiently detailed so as to have identified and accounted for all asbestos containing materials and/or of such character so as to have extrapolated quantities of asbestos containing materials, if direct observation did not or could not occur."
SC-4.04 Underground Facilities

Add new paragraphs immediately after paragraph 4.04.A.2, which shall read:

"4.04.A.3 Location of Subsurface Utilities.

a. The location of subsurface utilities is shown on the plans from information furnished by the utility owners pursuant to Section 153.64 of the Ohio Revised Code.

b. The CONTRACTOR shall, at least five working days, excluding Saturdays, Sundays, and legal holidays, prior to performing Work in the area of subsurface utilities, notify the subsurface utility Owner in writing, by telephone, or in person. The marking or locating shall be coordinated to stay ahead of the planned Work.

c. The CONTRACTOR shall alert immediately the occupants of nearby premises as to any emergency that he may create or discover at or near such premises.

d. The CONTRACTOR shall have full responsibility for coordination of the Work with owners of such underground facilities during construction, for the safety and protection thereof as provided in paragraph 6.13 and repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract Price, unless otherwise provided for in the Ohio Revised Code."

4.04.A.4 Where existing utilities and structures are indicated as being in the line of the proposed improvement, the CONTRACTOR shall expose them sufficiently in advance of the construction operations to permit adjustments in line or grade, if required, to eliminate interferences.

4.04.A.5 Existing pipes or conduits crossing the trench, or otherwise exposed, shall be adequately braced and supported to prevent movement during construction.


a. Utility services broken or damaged shall be repaired at once to avoid inconvenience to customers and utility owners.

b. Temporary arrangements, as approved by the ENGINEER/ARCHITECT, may be used until any damaged items can be permanently repaired.
c. All items damaged or destroyed by construction and subsequently repaired must be properly maintained by the CONTRACTOR.

d. CONTRACTOR shall work 24 hours a day until service is restored to damaged utility.

4.04.A.7 Existing Utility Relocation.

a. Where it is necessary to relocate an existing utility or structure, the work shall be done in such manner as is necessary to restore it to a condition equal to that of the original facility.

b. No such relocation shall be done until approval is received from the authority responsible for the utility or structure being changed.”
SC-4.06 Hazardous Environmental Condition At Site

Replace paragraph 4.06. C., with the paragraphs, which shall read:

“C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Project Drawings and/or Contract Documents to be within the scope of the Work, and/or identified in the Technical Reports and Technical Drawings. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.”

Replace paragraph 4.06. D., with the paragraphs, which shall read:

“D. If CONTRACTOR encounters a Hazardous Environmental Condition, not identified in the SC-4.06 A. and/or identified in the Contract Documents to be within the scope of the Work, or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer 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, 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 4.06.E.”

SC-5.01 Performance Payment and Other Bonds

Revise paragraph A., to read: “The CONTRACTOR shall furnish bonds in an amount equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR’s obligations under the Contract Documents. These bonds shall remain in full force and effect through the guarantee period, which extends one full year from the
date of Final Completion, as established by the latest date of the Certificate of Final Completion, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

Add a new paragraph immediately after paragraph 5.01, C. which shall read:

“D. CONTRACTOR shall furnish a Maintenance and Guarantee Bond in an amount at least equal to 5% of the Contract Price as a condition precedent to final payment.”

SC-5.02 Licensed Sureties and Insurers

Revise paragraph A., to read: “All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions. Insurance companies shall have a Financial Strength Rating – Insurer; no less than (A -), and have a Financial Size Category; no less than (IX); both as established by A. M. Best Company, Inc. http://www.ambest.com/”

SC-5.03 Certificate Of Insurance

Add a new paragraph immediately after paragraph 5.03.A which shall read:

“All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with the General and Supplementary Conditions of this contract shall contain:

1. an acknowledgement by signature of an agent or underwriter authorized to bind coverage for the insurer and indicate that contractual liability is provided.

2. reference to all coverage, endorsements, and amounts.

3. reference to all insured and additional insured.

4. 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 OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain provisions in accordance with paragraph GC-5.07.”
SC-5.04 Contractor's Insurance

The limits of liability for the insurance required by paragraph 5.04 shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. This coverage may be primary or a combination of primary and umbrella excess liability. The General Aggregate Limit shall apply specifically to this Project by providing a Designated Construction Project General Aggregate Limit endorsement.

Workers' Compensation, etc., under paragraphs 5.04.A.1 and 5.04.A.2:

1. State:                           Statutory
2. Applicable Federal (e.g., Longshoreman's): Statutory
3. Employer's Liability:    $1,000,000

Commercial General Liability (under paragraphs 5.04.A.3 through 5.04.A.5 [including completed operations, products liability, and contractual liability]):

1. General Aggregate (per occurrence)  $5,000,000
   Products/Completed Operations Aggregate  $2,000,000
   Personal & Advertising Injury  $2,000,000
   Each Occurrence (Bodily Injury and Property Damage)  $1,000,000
   Fire Damage (any one fire)  $50,000
   Medical Expense (any one person)  $5,000

   Excess Liability:
   General Aggregate:  $1,000,000
   Each Occurrence:  $1,000,000

2. Property Damage liability insurance shall provide Explosion, Collapse, and Underground coverages where applicable.

Comprehensive Automobile Liability (under paragraph 5.04.A.6):

1. Bodily Injury, each person:  $500,000
   Each accident:  $1,000,000
   Combined Single Limit:  $1,500,000
   Property Damage, each accident:  $100,000

Add new paragraphs immediately after paragraph 5.04.A.6, which shall read:

"5.04.A.7 Professional Liability insurance of $6,000,000.00 shall be acquired and maintained during the tenure of this contract. This Professional Liability insurance will be on an occurrence basis. If it is issued on a claims-made basis, the policy shall contain..."
an endorsement or a separate document continuing it for a period of time equal to the period of time required for completed operations in connection with the completed operations period indicated under general liability coverage.

5.04.A.8 Environmental Response Policy of $6,000,000.00 shall be acquired and maintained during the tenure of this contract. This environmental response insurance will be on an occurrence basis. If it is issued on a claims-made basis, the policy shall contain an endorsement or a separate document continuing it for a period of time equal to the period of time required for completed operations in connection with the completed operations period indicated under general liability coverage.

5.04.A.9 No policy offered in compliance with these insurance standards shall contain an exclusion eliminating any pollution hazard including but not limited to PCBs, lead paint, lead, asbestos, or similar pollutants. No policy offered in compliance with these insurance standards shall contain a pollution exclusion based on underground and aboveground storage tanks removal, high voltage transformers removal, removal of contaminated soils or similar activities.

5.04.B.1 Additional insured shall include the OWNER its officers, employees, and agents ENGINEER, and the ENGINEER's Subconsultants.

5.04.B.3 The Contractual Liability coverage shall provide coverage for not less than the following amounts:

- General Aggregate: $1,000,000
- Each Occurrence (Bodily Injury and Property Damage): $1,000,000

5.04.B.7 Add the following paragraphs after paragraph 5.04 B6, which shall read:

"7. The CONTRACTOR shall also purchase and maintain such insurance as will protect himself and the OWNER from claims set forth below which arise out of or result from the CONTRACTOR's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone of whose acts any of them may be liable:

a. Claims for damages because of flooding;

b. Claims arising from property damage to wires, conduits, pipes, mains, sewers, tanks tunnels, any similar property, and any apparatus in connection therewith beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, backfilling, tunneling, or pile driving;
and
c. Claims for property damage arising out of collapse of or structural injury to
any building or structure due to grading of land, excavating, borrowing,
filling, backfilling, tunneling, pile driving, cofferdam work, or caisson work.

8. In addition, the following coverages shall be provided:
a. Claims for damage to property arising from operations directly or indirectly
incident to blasting, implosion, or explosion, however caused; and
b. Claims for damage to property arising out of moving, shoring, underpinning,
raising, or demolition of any building or structure, or removal or rebuilding of
any structural support thereof."

SC-5.06 Property Insurance
Revise paragraph A to read:
“A. CONTRACTOR shall purchase and maintain property insurance upon the Work at
the Site in the amount of full replacement cost thereof (subject to such deductible
amounts as may be provided in the Supplementary Conditions or required by Laws and
Regulations). This insurance shall:

1. include the interest of OWNER its officers, employees, and agents; ENGINEER, and
the ENGINEER’s Subconsultants, CONTRACTOR, subcontractors, suppliers, and
any other Individuals or Entities identified in the Supplementary Conditions, each of
whom are deemed to have an insurable interest and shall be listed as an insured or
additional insured, whether other available coverage be primary, contributing, or
excess;"

Paragraph A.2, delete the phrase, “(other than caused by flood)”.

Delete paragraph 5.06 B. in its entirety

Delete paragraph 5.06 E. in its entirety.

SC-5.07 Waiver of Rights

Revised paragraph A to read: “CONTRACTOR intends that all policies purchased in
accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and
Engineer, and all other individuals or entities identified in the Supplementary Conditions
as loss payees (and the officers, directors, members, partners, employees, agents,
consultants, and subcontractors of each and any of them) in such policies and will provide
primary coverage for all losses and damages caused by the perils or causes of loss
covered thereby. All such policies 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 of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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 as trustee or otherwise payable under any policy so issued.”

Delete paragraph 5.07 B in its entirety.

Delete paragraph 5.07 C in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

Delete paragraph 5.08 A in its entirety.

Delete paragraph 5.08 B in its entirety.

SC-6.01 Supervision and Superintendence

Revised A. to read: “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. The OWNER, the ENGINEER/ARCHITECT, and related entities expressly disclaim any responsibilities for the means, methods, techniques, safety, sequence, assessments and procedures of construction which is shown or indicated in and expressly required by the Contract Documents.”

SC-6.02 Labor; Working Hours

Add the following paragraphs after paragraph 6.02.B.

“C. The CONTRACTOR agrees that in the hiring of employees for the performance of Work under this Agreement or any sub-agreement, neither the CONTRACTOR, nor any Subcontractor, nor any person acting on behalf of either, shall by reason of race, creed,
sex, disability as defined in Section 4122.01 of the Ohio Revised Code, national origin, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the work to which the employment relates; nor shall the CONTRACTOR, or any Subcontractor, or any person acting on the behalf of either, 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 4122.01 of the Ohio Revised Code, national origin, or color.

D. Prevailing Rates of Wages

Attention is called to Section 00 73 43 Minimum and Prevailing Wage Rates, which covers prevailing rates of wages to be paid labor on public improvements as ascertained by the Bureau of Wage and Hour, Division of Labor and Worker Safety, Department of Commerce of the State of Ohio and the U.S. Department of Labor (Davis-Bacon) and the prevailing rates of wages published by the State of Ohio, Bureau of Wage and Hour, Division of Labor and Worker Safety, Department of Commerce for Miami County Ohio are included in the Appendices. In the event of conflict between the published rates, the higher rate for a particular class of labor shall be applied.”

SC-6.03 Services, Materials, and Equipment

Revise paragraph A. to read “Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all professional consulting services including without limitation, asbestos surveys and analytical assessment of chemicals, 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 completion of the Work.

SC-6.05 Substitutes and "Or-Equals"

Add the following paragraph A.2.e. after A.2.d. which shall read:

“If a proposed substitute item is accepted, all incidental costs associated with the use of the substitute including, but not limited to, redesign, claims of other Contractors, changes to electrical supply equipment, additional equipment or material required for the installation, etc., shall be at the expense of the CONTRACTOR unless otherwise agreed to by the OWNER.”
Revised paragraph A., to read: "CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection. The CONTRACTOR shall not award work to the Subcontractor(s) in excess of 50 percent of the Contract price without prior written approval by the OWNER. The CONTRACTOR shall require all subcontractors to be licensed, where required, and shall provide license number of all subcontractors to the OWNER."

Revised paragraph B., to read: "If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto) indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. 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 any right of Owner or Engineer to reject defective Work. If requested by OWNER, CONTRACTOR shall furnish names of Subcontractor, Suppliers or other persons or organizations within five days after Bid opening."

Revised paragraph C., 2., to read: "shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations. OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other Individual or Entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of work performed for CONTRACTOR by a particular Subcontractor, Supplier, other Individual or Entity."

SC-6.09 Laws and Regulations

Add the following paragraphs after paragraph 6.09.C which shall read:
D. If CONTRACTOR observes that the specifications or drawings are at a variance with any laws or regulations, the CONTRACTOR shall give ENGINEER/ARCHITECT prompt written notice thereof and any necessary changes will be authorized by one of the methods indicated in paragraph 3.04.

E. Violating Facilities. The CONTRACTOR agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibit the use under nonexempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

SC-6.10 Taxes
Add the following paragraphs after paragraph 6.10 A., which shall read:

B. The CONTRACTOR shall contact the OWNER’S purchasing agent who will issue a certificate exempting the CONTRACTOR from payment of sales tax on all materials furnished under this Contract.

C. All materials furnished under this CONTRACT are exempt from Federal Transportation Tax under Internal Revenue Code, Section 3475(b), as amended. The CONTRACTOR shall have all shipping papers clearly show that the construction material is consigned to the OWNER, in care of the CONTRACTOR. No certificates of exemption are required.

SC-6.17 Shop Drawings and Samples
Revise paragraph A., to read: “Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with Section 01 32.19 Submittals.”

Delete all other paragraphs in 6.17.

SC-6.19 Contractor's General Warranty and Guarantee

Add the following paragraphs after paragraph 6.19.C. which shall read:

D. The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of 1-year from the date of Final Completion, as established by the latest date of the Certificate of Final Completion. The CONTRACTOR warrants and guarantees that the completed Project is free from all defects due to faulty materials or workmanship.
1. CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects.

2. The OWNER will give notice of observed defects with reasonable promptness.

3. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred.

4. The Bid Guaranty and Contract Bond or Contract Bond shall remain in full force and effect as required in 5.01.A.”

**SC-6.21 Delegation of Professional Design Services**

Revise paragraph D., to read: “Pursuant to this Paragraph 6.21, Engineer’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’s review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in SECTION 01 32 19 Submittals, Part 3, 3.1, A.1.”

**SC-7.04 Separate CONTRACTOR Claims**

Add SC-7.04 paragraphs which shall read:

“A. Should CONTRACTOR, its subcontractors, or its suppliers cause damage to the work or property of any separate CONTRACTOR at the site, or should any claim arising out of CONTRACTOR’s, its Subcontractors’, or its suppliers’ performance of the work at the site be made by any separate CONTRACTOR against CONTRACTOR, OWNER, ENGINEER/ ARCHITECT, or any other person, CONTRACTOR shall promptly attempt to settle with such other CONTRACTOR by agreement, or to otherwise resolve the
dispute by arbitration or at law.

B. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER/ARCHITECT harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate CONTRACTOR against OWNER or ENGINEER/ARCHITECT to the extent based on a claim arising out of CONTRACTOR’s performance of the work.

C. Should a separate CONTRACTOR cause damage to the work or property of CONTRACTOR or should the performance of work by any separate CONTRACTOR at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER or ENGINEER/ARCHITECT or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER or ENGINEER/ARCHITECT on account of any such damage or claim.

D. If CONTRACTOR is delayed at any time in performing or furnishing work by any act or neglect of a separate CONTRACTOR and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, CONTRACTOR may make a claim for an extension of time in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR’s exclusive remedy with respect to OWNER and ENGINEER/ARCHITECT for any delay, disruption, interference, or hindrance caused by any separate CONTRACTOR. The CONTRACTOR’s exclusive remedy for recovery of damages under this section is against such other CONTRACTOR causing the damage.”

SC-9.03 Project Representative

Add the following paragraphs after paragraph 9.03.A., which shall read:

“B. In conjunction with the requirements of paragraph 9.03.A., the Resident Project Representative’s duties, responsibilities, and limitations of authority are as follows:

1. Resident Project Representative is the ENGINEER/ARCHITECT’s agent at the site, will act as directed by and under the supervision of ENGINEER/ARCHITECT, and will confer with ENGINEER/ARCHITECT regarding Resident Project Representative’s actions. Resident Project Representative’s dealings in matters pertaining to the on-site work shall in general be with ENGINEER/ARCHITECT and CONTRACTOR keeping OWNER advised as necessary. Resident Project
Representative's dealings with subcontractors shall only be with the approval of CONTRACTOR. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER/ARCHITECT.

2. Conduct on site observations of the work in progress to assist ENGINEER/ARCHITECT in determining if the work is proceeding in accordance with the Contract Documents.

3. Report to ENGINEER/ARCHITECT whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged or does not meet the requirements of any inspection, test, or approval required to be made by others; and advise ENGINEER/ARCHITECT of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval by others.

4. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record, and report to ENGINEER/ARCHITECT appropriate details relative to the test procedures and start-ups.

5. Interpretation of Contract Documents. Report to ENGINEER/ARCHITECT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER/ARCHITECT.

SC-10.01 Authorized Changes in the Work

Add the following paragraph following paragraph 10.01.B., which shall read:

"C. The OWNER is the only party who shall have authority to direct changes in the work. Such authority shall not be waived, transferred, or expanded without his written authority."

SC-10.05 Claims

Revised paragraph B., to read: "Notice: Written notice on the provided form, stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit
additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant’s last submittal (unless Engineer allows additional time).”

SC-11.01 Cost of the Work

Revise paragraph A.4., to read: “Costs of special consultants (including but not limited to engineers, architects, testing laboratories, environmental consulting firms, surveyors, attorneys, and accountants) employed for services specifically related to the Work.”

SC-12.01. Change Of Contract Price

Revise paragraph B., to read “The value of any Work covered by a Change Order, any claim for an increase or decrease in the Contract Price, or any claim for damages shall be determined in one of the following ways:”

SC-12.02.

Add the following paragraphs after 12.02.B., which shall read:

“C. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

D. The CONTRACTOR will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

E. If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.”
SC-12.03 Delays

Add the following paragraphs after 12.03.C.

"1. Abnormal Weather Conditions. For the purpose of this Contract, the CONTRACTOR agrees that it may expect incelement weather for the number of calendar days in accordance with the following table.

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<th>Month</th>
<th>Precipitation 0.10 Inches of Water or More</th>
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</tr>
<tr>
<td>December</td>
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</table>

2. Also, the CONTRACTOR agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeds 0.10 inches of water, or in which the highest temperature was 32 degrees F., or less from nearest weather station's records over the same period of time."

SC-13.02 Access to Work

Add the following paragraph after 13.02.A., which shall read:

"13.02.B Authorized representatives and agents of any federal or state agency shall be permitted to inspect all work so far as facilities, materials, payrolls, records of personnel, invoices of material, and other relevant data and records."

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SC-13.03 Tests and Inspections

Revise paragraph B to read as follows:

"CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except."

SC-13.07 Correction Period

Revise paragraph A, to read: "If within one year after the date of Final Completion, as demonstrated by the issuance of the Certificate of Final 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 land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions."

SC-14.02 Progress Payment

Revised paragraph A, 1. to read: "Refer to Section 01 29 76 Application For Payment for processing of payment application."

Replace paragraphs 14.02.A.3 with the following:

"3. The amount of retainage with respect to progress payments is as follows:

a. The OWNER will pay the CONTRACTOR for Work performed at the rate of 92 percent of the amount of the line items identified in the Schedule Of Values. No escrow account will be established as is required pursuant to Sections 153.13, 153.14, and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage."

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SC-14.04 Substantial Completion

Revise paragraph A., to read: “When Contractor considers the entire Work at the Project Site Substantially Complete, Contractor shall notify Owner and Engineer in writing that the entire Work at the Project Site is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Owner and Engineer inspect the Project Site and determine if the Work is substantially complete.”

Revise paragraph B., to read: “Within 10 calendar days after the Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work at the Project Site to determine the status of completion. If Engineer and Owner do not consider the Work at the Project Site Substantially Complete, Owner will notify Contractor in writing giving the reasons therefore.”

Revise paragraph C., to read: “If Engineer and Owner considers the Work at the Project Site Substantially Complete, Owner will prepare a tentative memorandum indicating such. There shall be attached to the memorandum tentative list of items to be completed or corrected before Certificate of Final Completion is issued.

Calculation of Contract Time expended shall continue until all fully executed and complete documents are submitted to the Engineer for review and the Engineer has agreed that the documents submitted represent all required documents; and submitted documents are fully complete. Such documents shall include but not be limited to; manifests, delivery tickets, sampling and testing reports, certified payroll records, daily logs, analytical reports, and other such reports and data as may be specified in the Project Manual.”

Revise paragraph D., to read: “At the time of delivery of the tentative memorandum of Substantial Completion, Owner will prepare and submit to Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, safety, protection of the Work, and maintenance.”

Revise paragraph E., to read: “Owner shall have the right to exclude Contractor from the Site after the date of the definitive memorandum of Substantial Completion subject to
allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list."

**SC-14.05 Partial Utilization**
Revise paragraph A., to read: “Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a memorandum of Substantial Completion for that part of the Work.”

**SC-14.06 Final Inspection**
Revise paragraph A., to read: “Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will within 10 calendar days 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Once the Engineer is satisfied the Contractor has completed all outstanding Work identified in the Final Inspection Deficiencies List; and the Contractor has provided all of the closeout documents necessary

the Engineer will issue for -co-execution by the Owner and the Contractor the Certificate of Final Completion.

**SC-14.07 Final Payment**
Revise paragraph A., to read: “After Contractor has, in the opinion of Engineer, 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, marked-up record documents (as provided in Paragraph 6.12), environmental records and associated documents, the documents identified in SC14.04.C. and other documents, Contractor may make application for final payment following the procedure for progress payments.”

Revise paragraph B., to read: “If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer’s
recommendation of payment and present the Application for Payment to Owner for payment. At the same time, Engineer will also give written notice to Owner and Contractor that the Work is acceptable ready for the issuance of the Certificate of Final Completion, subject to the provisions of Paragraph 14.09. Otherwise, Engineer 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.

SC-14.08.B CONTRACTOR's Continuing Obligation

Add the following paragraph after paragraph 14.08.A, which shall read:

"14.08.B CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER/ARCHITECT or the issuance of a Certificate of Final Completion or any payment by OWNER to CONTRACTOR under the Contract Documents for any use or occupancy of the work or any part thereof by OWNER, or any act of acceptance by OWNER, or any failure to do so, or any review or approval of the shop drawings or sample submission, nor the issuance of a Notice of Acceptability by ENGINEER/ARCHITECT pursuant to paragraph 14.07, nor any correction of defective work by OWNER will constitute an acceptance of work not in accordance with the Contract Documents or release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents (except as provided in paragraph 14.09)."

SC-15.02.A.5 OWNER May Terminate for Cause

Add the following paragraphs after paragraph 15.02.A.4., which shall read:

"5. If CONTRACTOR commences a voluntary case under any chapter of the bankruptcy code (Title 11, United States Code) as now or hereafter in effect or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise
under any federal or state law in effect at such time relating to bankruptcy or insolvency.

6. If a petition is filed against CONTRACTOR under chapter of the bankruptcy code, as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

7. If CONTRACTOR makes a general assignment for the benefit of Creditors.

8. If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under Contract whose appointment or authority to take charge of the property of CONTRACTOR is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors, if CONTRACTOR admits in writing an inability to pay its debt generally as they become due."

SC-16.01 Methods and Procedures

Revise paragraph A., to read: “Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. If the parties mutually agree to mediate the disputed claim, the mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.”

Revised paragraph C. 3., to read: “gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction within the state in which the OWNER is located.”

16.02 Continuation Of Work

Added the following paragraph to Article 16, which shall read:

“16.02 A. The CONTRACTOR will carry on the Work and maintain the progress schedule during the processing and settlement of any claim; and/or during any mediation or arbitration or court proceedings, unless otherwise mutually agreed in writing.”
SC-17.03 Cumulative Remedies

Add the following paragraph after paragraph 17.03.A., which shall read:

"B. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the agreement."

SC-17.07 Assignments

Added the following paragraph to Article 17, which shall read:

"17.07 A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party."

END OF SECTION
## Ohio Department of Commerce
### Bureau of Wage & Hour Administration

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### Classification = All, County = MIAMI, Union = All

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<td>1/3/2018</td>
<td>Plasser Plumber Local 132 (Dayton)</td>
</tr>
<tr>
<td>MIAMI</td>
<td>Roofier</td>
<td>9/14/2017</td>
<td>9/14/2017</td>
<td>Roofier Local 75</td>
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<tr>
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<td>9/9/2017</td>
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<td>Sheet Metal Local 24 (Dayton)</td>
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<tr>
<td>MIAMI</td>
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<td>1/10/2018</td>
<td>1/10/2018</td>
<td>Sprinkler Fitter Local 666</td>
</tr>
<tr>
<td>MIAMI</td>
<td>Truck Driver</td>
<td>7/5/2017</td>
<td>7/5/2017</td>
<td>Truck Driver Bid &amp; Hwy Hwy Class 1 Locals</td>
</tr>
<tr>
<td>MIAMI</td>
<td>Truck Driver</td>
<td>7/5/2017</td>
<td>7/5/2017</td>
<td>Truck Driver Bid &amp; Hwy Hwy Class 2 Locals</td>
</tr>
</tbody>
</table>
SUMMARY OF WORK
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9 BUILDING

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE

A. Without limiting the commercial requirements of the Contract Documents, this Work shall conform to the requirements specified herein.

B. Description of Project

1. The project includes the removal and replacement of the existing roof on the City of Piqua Gas Turbine Generator No. 9 Building. Note that approximately the middle third of this roof is intended to be removable to allow for maintenance of generator.

C. Location of Project

1. City of Piqua Gas Turbine Generator No. 9, 9101 North County Road 25A, Piqua, Ohio 45356, just east of Interstate Route 75.

D. Work Covered by this Specification

1. This specification covers the furnishing of all labor, specified materials, apparatus, expendable tools and equipment, and all other services required for the removal and replacement of the existing roof on Gas Turbine Generator No. 9 Building.

E. Owner furnished equipment and materials

Not Applicable

F. Work by Others

Not Applicable

G. Permits

1. The City is responsible for procuring a permit from the Miami County Department of Development. The Contractor is responsible for procuring all other permits.
SUMMARY OF WORK
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9 BUILDING

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

3.1 SCHEDULE

A. On site work shall start no sooner than September 4, 2018 and shall be completed no later than September 30, 2018.

B. The Contractor shall provide a schedule as part of their bid.

C. Various activities among Contractors will be coordinated by the Owner and Engineer to affect completion of the project.

3.2 SEQUENCE OF WORK

A. The Contractor shall schedule his work so as to allow the City access to Gas Turbine Generator No. 9.

B. The City may need to operate Gas Turbine Generator No. 9 in the event of an emergency.

3.3 OVERTIME

A. It is the intent that the majority of the Work specified be performed during normal working hours with sufficient manpower to complete the project on schedule. Overtime shall be performed by the Contractor at his expense to expedite the Contractor’s Work whenever the Contractor delays the Project Schedule.

B. If the Owner or Engineer requests additional overtime, the Contractor will be reimbursed for his additional cost only.

END OF SECTION 01010
PART 1 GENERAL

1.1 ENGINEER'S DOCUMENTATION

   A. The Engineer has prepared the following documents to supplement the requirements of the specifications.

      | Document   | Location          |
      |-------------|-------------------|
      | SSOE Drawings | Appendix No. 1 |

   B. It is the intent that all documents supplement each other and that each are complete. An omission of any Work from one (1) document that is shown or specified elsewhere shall not relieve this Contractor from furnishing and installing any Work required for a complete installation. If discrepancies are discovered, the more stringent shall apply. Discrepancies should be forwarded to the Engineer for clarification.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

Not applicable

END OF SECTION 01015
PART 1       GENERAL

1.1 SCOPE
A. Include prices for the Alternates, if offered, in the designated spaces on the Bid Form.

1.2 DEFINITIONS
A. Alternate
   1. An alternate is an amount proposed by bidders and stated on the Bid Form for certain Work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

B. Cost or Credit for Alternate
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES
A. Coordination
   1. Modify or adjust affected Work as necessary to completely and fully integrate that Work into the project.
      a. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

B. Execute
   1. Execute accepted Alternates under the same conditions as other Work of this Contract.

C. Schedule
   1. A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.
PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Bidder’s Voluntary Alternates.

END OF SECTION 01030
COORDINATION  
CITY OF PIQUA  
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9 BUILDING  

SECTION 01040 - COORDINATION

PART 1   GENERAL

1.1 COORDINATION

A. Construction Coordination Operations

1. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

   a. Schedule construction operations in the 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.

   b. Coordinate installation of different components to assure maximum accessibility for required maintenance, services, and repair.

   c. Make provisions to accommodate items scheduled for later installation.

2. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

   1. Preparation of schedules.
   2. Installation and removal of temporary facilities.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project closeout activities.

C. Staff Names: Within 7 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

   1. Post copies of the list in the Project meeting room, the temporary field office, and at each temporary telephone.

PART 2   PRODUCTS

Not applicable
PART 3 EXECUTION

3.1 NOTIFICATIONS

A. The Contractor shall be responsible to contact all utilities whose installations may be encountered during the excavation and construction and to locate such utilities whether or not they are identified in the Specification or on the Drawings. The Contractor shall be responsible for damages and required repairs to all utilities as a result of his Work.

B. Notify the following Agencies and/or Utilities in advance of excavation or construction in areas in which other utilities may be encountered.

1. Ohio Utilities Protection Services, 1-800-362-2764
2. Gas Utilities
3. Telephone
4. Electric Utilities
5. Cable Television Companies
6. Fiber Optic Companies
7. Street Department
8. City Engineering for Sewer and Water Pipelines
9. Industries with Underground Pipe Lines

3.2 PROTECTION

A. Contractor’s Furnished Material and Equipment

1. Equipment shall be boxed, crated, or otherwise suitably protected during shipment, handling, and storage in accordance with manufacturer’s recommendations.
2. Finished surfaces shall be protected against impact, abrasion, discoloration, and other damage. Surfaces which are damaged shall be repaired.
3. All equipment and materials shall be protected against moisture and water damage.
4. Machine surfaces, bearings, unfinished surfaces, and like items shall be thoroughly cleaned and coated with rust preventative compound and fully protected with wood, metal, or other substantial covering.

B. Owner's Facilities

1. During the construction of the Work, the Contractor shall be responsible for the proper protection of the Owner's facilities and equipment, and for damage which is caused by this Contractor or his subcontractors.
3.3 LAYING OUT AND FIELD MEASUREMENTS

A. Take all measurements. Lay out all Work. Field verify and be responsible for all dimensions.

B. Dimensions shown on the drawings locating existing Work are for guidance only and are to be checked in the field and verified before fabrication of material for construction.

C. Minor deviations from dimensions or arrangements shown shall be accounted for as part of this Work.

D. Exercise special care in checking existing construction to ensure proper connection to the existing Work and equipment and to avoid interferences.

E. Any interferences disclosed by field measurements and detailing shall be reported to the Engineer for correction before fabrication of the Work. All extra costs incurred to correct any interferences appearing after the fabrication of the Work shall be borne by this Contractor.

3.4 FIELD INSPECTION

A. Provide field inspection, as required by Codes, by inspection agencies acceptable to the Owner's Insurer.

3.5 CONSTRUCTION PHOTOGRAPHS

A. General: Take digital photographs using the maximum range of depth of field and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted. Submit photographs electronically as JPG files.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

   1. Date and Time: Include date and time in file name for each image.

C. Preconstruction Photographs: Before starting construction, take color photographs of Project Site and surrounding properties, including existing items to remain during construction, from different vantage points.

   1. Flag construction limits before taking construction photographs.
   2. Take 20 color photographs to show existing conditions before starting the Work.
   3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
D. Periodic Construction Photographs: Take 20 color photographs, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents.

3.6 CLEANING

A. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

END OF SECTION 01040
PART 1 GENERAL

1.1 SAFETY REGULATIONS

A. During the progress of the Work, this Contractor shall be responsible for the protection of his personnel and all other persons from injuries which may result from Work under this Contract.

B. All Work performed for this Contract shall conform to the Owner's requirements and federal, state, or local safety requirements, whichever are more stringent. Temporary safety construction requirements shall be maintained until no longer required and then removed by this Contractor.

C. Whenever the Work of this Contract requires the use of oxyacetylene and/or electric equipment for welding or cutting, the Contractor shall exercise precautions in accordance with NFPA Standard 51B, "Standard for Fire Protection in Use of Cutting and Welding Processes."

1.2 NOISE RESTRICTIONS

A. Operating Equipment

1. Sound levels attributable to the components of the equipment shall comply with OSHA requirements for permissible noise exposure except for eight (8) hour duration, in which case, the overall sound emanation shall not exceed 85 dBA over its operating load range as measured three (3) feet from any surface of the equipment.

B. During Construction

1. Contractor shall comply with OSHA requirements and all other applicable laws, rules and regulations, pertaining to the control of noise.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

END OF SECTION 01044
REFERENCE STANDARDS
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9

SECTION 01095 - REFERENCE STANDARDS

PART 1 GENERAL

1.1 LIST OF REFERENCE STANDARDS

A. All Work shall conform to the requirements of the latest issue and addenda (in effect on the bid date) of the codes and standards issued by the organization or agencies as listed in the Schedule of References.

B. These standards shall be considered minimum requirements. In the event of conflict between the standards and the detailed requirements of these specifications, the more stringent shall govern.

C. Schedule of References

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
</tr>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>ADC</td>
<td>Air Diffusion Council</td>
</tr>
<tr>
<td>AGA</td>
<td>American Galvanizers Association</td>
</tr>
<tr>
<td>AGC</td>
<td>Associated General Contractors of America</td>
</tr>
<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>America Iron and Steel Institute</td>
</tr>
<tr>
<td>AMCA</td>
<td>Air Movement and Control Association</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air Conditioning Engineers</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
</tr>
<tr>
<td>CMAA</td>
<td>Crane Manufacturers Association of America</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulation</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>EJMA</td>
<td>Expansion Joint Manufacturers Association</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>FM</td>
<td>Factory Mutual System</td>
</tr>
<tr>
<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
</tr>
<tr>
<td>NEC</td>
<td>National Electrical Code</td>
</tr>
<tr>
<td>NEMA</td>
<td>Nation Electrical Manufacturers Association</td>
</tr>
<tr>
<td>NESC</td>
<td>National Electrical Safety Code</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
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<tr>
<td>NICA</td>
<td>National Insulation Contractors Association</td>
</tr>
<tr>
<td>OHIO EPA</td>
<td>Ohio Environmental Protection Agency</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
</tr>
<tr>
<td>PFI</td>
<td>Pipe Fabrication Institute</td>
</tr>
<tr>
<td>PS</td>
<td>Product Standard</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Deck Institute</td>
</tr>
</tbody>
</table>
REFERENCE STANDARDS
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9

SDI                  Steel Door Institute
SIGMA                Sealed Insulating Glass Manufacturers Association
SMACNA               Sheet Metal and Air Conditioning Contractors National Association
SSPC                The Society for Protective Coatings
TIMA                 Thermal Insulation Manufacturers Association
UL                  Underwriters Laboratories, Inc.

Federal Codes
State of Ohio Codes
City of Piqua Codes

PART 2     PRODUCT

Not Applicable

PART 3     EXECUTION

Not Applicable

END OF SECTION 01095
PART 1 GENERAL

1.1 SCOPE

A. Meetings will be held during the progress of the Work under this Contract. The Contractor shall attend and provide the required discussion at the meetings. Engineer will administer the meetings.

1. Pre-Construction Meeting

   a. Prior to beginning construction, a meeting will be scheduled at the job site to review responsibilities and personnel assignments. The Owner, Engineer, Contractor, its superintendent, and major subcontractors shall attend the meeting.

2. Progress Meetings

   a. Progress meetings will be held at the job site as requested by the Engineer or Owner. The meetings shall be attended by the Owner, Engineer, Contractor, its superintendent, subcontractors or other entity concerned with current progress or included in planning, coordination, or performance of future activities.

3. Coordination Meetings

   a. Coordination meetings will be held as may be required to coordinate specific aspects of the project Work.

PART 2 PRODUCTS

Not applicable

PART 3 EXECUTION

Not applicable

END OF SECTION 01200
SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, and other submittals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that require Owner’s responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals".

B. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.


1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a Schedule of Submittals (Submittal Control Log), arranged in chronological order by dates required by schedule specified in Section 01010 “Summary of Work”. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Owner and additional time for handling and reviewing submittals required by those corrections.

1. Initial Submittal: List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

3. Format: Arrange the following information in a tabular format:

a. Scheduled date for first submittal.
b. Specification Section number and title.
c. Submittal category: Action; informational.
d. Description of the Work covered.
e. Scheduled date for Owner’s final release or approval.
f. Scheduled date of fabrication.
g. Scheduled dates for delivery.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate preparation and processing of submittals with delivery of the equipment to the site.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. 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. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner’s receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow ten (10) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow ten (10) working days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Owner or other parties is indicated, allow fifteen (15) working days for initial review of each submittal.

C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Submittal Format
   a. Submittals shall be submitted electronically via email to the Owner in PDF format. PDF’s shall be in the size necessary to print to scale for engineering review.
   b. Product data shall be no smaller than 8-1/2 inches by 11 inches.
2. Number of Submittals
   a. One (1) set of drawings will be returned to the Contractor in electronic PDF format for distribution; Owner's Representative will retain prints of reviewed drawings for his own use.
   b. Submit one copy of product data in the form of manufacturer's brochures, catalog cuts, standard schedules, performance charts, instructions, and diagrams.

3. Submittals Content
   a. "Standard Submittal Form."
   b. Project title and Owner's Representative's project number.
   c. Names of supplier and manufacturer.
   d. Identification of the product, with specification section number.
   e. Contractor's stamp, signed and dated, certifying approval and checking of the submittal, verification of product, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.
   f. Drawings prepared by manufacturer or supplier shall be signed and dated by the drafts person and signed and dated by the drawing checker; drawings not appropriately signed will be returned for resubmittal without review by Owner's Representative.
   g. Date of submission and dates of any previous submissions.

4. Assemble complete submittal package into a single indexed file incorporating submittal requirements and transmittal form with links enabling navigation to each item.

5. Name file with submittal number or other unique identifier, including revision identifier.
   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-151700.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-151700.01.A).

6. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.

D. Options: Identify options requiring selection by Owner.

E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
F. Owner's Review

1. Shop drawings and product data will be affixed with review stamp, dated and initialed by checker, and marked within following format:

2. Owner Remarks portion of the review stamp shall be interpreted as follows:

<table>
<thead>
<tr>
<th>Comment</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>No exceptions taken</td>
<td>Acceptance for construction</td>
</tr>
<tr>
<td>Note markings</td>
<td>Incorporate corrections</td>
</tr>
<tr>
<td>Comments attached</td>
<td>Incorporate comments</td>
</tr>
<tr>
<td>Rejected</td>
<td>Not acceptable</td>
</tr>
</tbody>
</table>

3. Response required of Vendor portion of the review stamp shall be interpreted as follows:

<table>
<thead>
<tr>
<th>Comment</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Process</td>
<td>Proceed with construction, incorporate corrections and comments.</td>
</tr>
<tr>
<td>Resubmit</td>
<td>Revise in accordance with corrections or comments and resubmit.</td>
</tr>
</tbody>
</table>

4. Submittals forwarded without Contractor's approval stamped on submittal will be returned for resubmittal without review by the Owner's Representative.

5. Owner's Representative will review and take appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Such review will be only for general conformance with the design concept and general compliance with information given in the contract documents. It will not include review of quantities, dimensions, weights or gages, fabrication process, construction methods, coordination with the Work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. Owner's Representative's review will be conducted with reasonable promptness consistent with sound professional practice. Review of a specific item will not indicate acceptance of an assembly of which the item is a component. The Owner's Representative will not review and will not be responsible for any deviations from the contract documents not clearly noted by the Contractor, nor will the Owner's Representative review partial submissions or those for which submissions for correlated items have not been received. Neither the receipt nor review of submittals by the Owner's Representative will relieve the Contractor of responsibility for performance of the Work in accordance with requirements of the contract documents.
G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Make required changes and corrections and resubmit until accepted.
2. Indicate changes made by encirclement of the affected area and a revision mark.
3. Resubmit in accordance with requirements for original submittal.

H. 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.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner’s action stamp.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files to the Owner’s Representative submittals@ssoe.com.


2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.

   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Statement of compliance with specified referenced standards.
   d. Testing by recognized testing agency.
   e. Application of testing agency labels and seals.
   f. Notation of coordination requirements.
   g. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:
   a. Wiring diagrams showing factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data in the following format:
   a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Compliance with specified standards.
      c. Seal and signature of professional engineer if specified.

   2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.

   3. Submit Shop Drawings in the following formats. Drawings shall use the Owner's title block. Drawing numbers will be provided by the Owner.
      a. PDF electronic file.
      b. The final version of shop drawings shall also be provided in AutoCAD 2013.

D. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

E. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 EXECUTION

3.1 CONTRACTOR’S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

END OF SECTION 01300
PART 1 GENERAL

1.1 SCOPE

A. Progress Schedule

1. The Progress Schedule shall be updated weekly or more often as requested by the Engineer to reflect necessary changes.

2. The Progress Schedule shall be detailed showing Work tasks, milestones, durations, delivery dates and completion dates.

3. Maintain at the job site a separate set of Engineer’s drawings which shall be marked daily to show completed Contract Work. The drawings shall be used to monitor Contractor progress.

B. Reports

1. Test Reports

a. Provide two (2) certified copies of test reports for each test performed. The test report shall include date, time, test personnel, weather conditions, abnormal findings in addition to the data determined during the test.

2. Vendor Software

a. Vendor supplied software and data provided on electronic media shall be virus free. Vendor shall scan the software and electronic media for viruses and submit a report listing the scanning procedure (program) and viruses detectable by the procedure.

3. Inspection Reports

a. Provide three (3) copies of manufacturer’s data reports and field inspection certificates, properly executed and acceptable to the Owner’s Insurer.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

END OF SECTION 01311
PART 1  GENERAL

1.1  OWNER FURNISHED FACILITIES AND SERVICES

A.  Electrical energy at 120/240/480 volts, single phase, 60 Hz maximum 100 ampere service, at one (1) location only at the construction site, with no charge to the Contractor. Contractor to provide and install temporary service and circuit overcurrent protection.

B.  Provisions for Contractor parking in the area of the construction will be available.

C.  An outdoor storage area including space for construction trailers.

1.2  CONTRACTOR FURNISHED FACILITIES AND SERVICES

A.  Furnish all facilities including services required. Including, but not limited to, the following:

1.  Suitably equipped field office, if required. Location of the field office shall be coordinated with the Owner.

2.  Employ and maintain at the job site, during periods of Work on the project, a full time job superintendent.

3.  Necessary toilet facilities and change rooms and supplies as required for his employees and the employees of any subcontractor.

4.  Storage shed or gang boxes for protection and security of tools, materials, and other equipment.

5.  Portable generators for construction power in all areas of construction.

6.  Temporary wiring from the individual points of electrical supply for use by the Contractor. Provide all required overhead conductors and supports for routing the electrical energy to the construction areas including required meter socket and short circuit protection. The complete construction power installation shall conform to the National Electrical Code and be approved by the Owner.

7.  Temporary lighting.

8.  Electrical energy for all construction usage and office requirements shall be arranged for and be the responsibility of the Contractor.

9.  Compressed air needed for construction.

10.  All equipment, tools, labor, and expendables required for safety, cleanup, testing, dewatering, and freeze protection.

11.  All equipment, fuel, electrical power, and construction required for heating Contractor furnished and/or erected equipment and material.

B.  Facilities as listed above shall be of substantial construction and suitable in arrangement and appearance and shall be maintained in a neat, sanitary condition at all times. All such facilities shall be subject to the approval and control of, and
shall be placed where directed by the Owner and Engineer. Portable structures will be acceptable.

C. Completely remove the above facilities upon completion of all Work and when notified to do so by the Owner.

D. All charges for long distance telephone service will be paid for by the person placing such calls.

PART 2  PRODUCTS

Not Applicable

PART 3  EXECUTION

Not Applicable

END OF SECTION 01501
MATERIALS AND EQUIPMENT
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9 BUILDING

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 MATERIAL

A. Asbestos Materials

1. To the best of the City’s knowledge, there is no asbestos containing materials located in the existing roof for Gas Turbine Generator No. 9 Building. This Contractor may come into contact with insulation materials that may or may not contain asbestos materials. All existing materials containing asbestos shall be handled and disposed of by the Owner.

2. All materials furnished under this Contract shall not contain any asbestos materials.

1.2 EQUIPMENT AND MATERIALS

A. Equipment and materials shall be installed according to manufacturer’s instructions and drawings.

B. All items of equipment and materials shall be new and those of the same specifications shall be duplicates of one another to permit maximum interchangeability of assemblies and parts.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

END OF SECTION 01600
PART 1 GENERAL

1.1 SCOPE

A. Maintain at the job site a separate set of Engineer's drawings which shall be marked
daily to show all changes or revisions occurring during construction. Upon
completion of the project, this marked record set shall be given to the Engineer.

B. The manufacturer's shop drawings for equipment and devices being furnished under
other contracts shall be marked to indicate any and all changes made under this
Contract to the equipment. All drawings, including all marked field changes, shall be
returned to the Engineer upon completion of the project.

PART 2 PRODUCTS

Not Applicable

PART 3 EXECUTION

Not Applicable

END OF SECTION 01720
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial completion procedures.
2. Final completion procedures.
3. Warranties.
4. Final cleaning.
5. Repair of the Work.

B. Related Requirements:

1. Section 01040 "Coordination" for submitting final completion construction photographic documentation.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 01720 "Project Record Documentation" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.
CLOSEOUT PROCEDURES
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1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor’s List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor’s punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer’s name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Complete startup and testing of systems and equipment.
3. Perform preventive maintenance on equipment used prior to Substantial Completion.
4. Instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
6. Complete final cleaning requirements, including touchup painting.
CLOSEOUT PROCEDURES
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7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer or Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer 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 Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list). Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer or Owner will either proceed with inspection or notify Contractor of unfulfilled requirements.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
CLOSEOUT PROCEDURES
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a. Project name.
b. Date.
c. Name of Engineer.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:

a. Three paper copies. Engineer or Owner will return one (1) copy.

1.9 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title “WARRANTIES,” Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

   d. Remove tools, construction equipment, machinery, and surplus material from Project site.

   e. Remove snow and ice to provide safe access to building.

   f. Clean exposed exterior and interior hard-surfaces finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

   h. Sweep concrete floors broom clean in unoccupied spaces.

   i. Leave Project clean and ready for occupancy.

C. Construction Waste Disposal: Properly dispose of all construction waste.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials,
and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.

   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700
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.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Product maintenance manuals.
5. Systems and equipment maintenance manuals.

B. Related Requirements:

1. Section 01330 "Submittal Procedures" for submitting copies of submittals for 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. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
B. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
   a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
   b. Enable inserted reviewer comments on draft submittals.

2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Engineer will return two copies.

C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion.

PART 2 PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Directory: Prepare a single, comprehensive directory of emergency, operation and maintenance data, and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:

   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."
2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

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 Architect 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. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. 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.
2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound, and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name, and arranged to match manual’s table of contents. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer’s name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer’s written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds, and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers’ maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual’s table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Manufacturers’ Maintenance Documentation: Manufacturers’ maintenance documentation including the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.
D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training video recording, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers’ maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a manual that provides an organized reference to emergency, product maintenance, and operation and maintenance manuals.

B. 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.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual, for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of operation and maintenance manuals.

END OF SECTION 017823
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings, Instructions to Bidders, General Conditions, Supplementary Instructions to Bidders and Supplementary General Conditions.

1.2 SUMMARY
A. Section Includes:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.

B. Related Requirements:
   1. Section 011111 "Summary of Work" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 DEFINITIONS
A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP
A. Unless otherwise indicated, demolition waste becomes property of Contractor with the exception of recyclable steel, copper and other metals.
1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review structural load limitations of existing structure.
   3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   5. Review areas where existing construction is to remain and requires protection.
   6. Other items as necessary.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For refrigerant recovery technician.

B. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of any necessary barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.

D. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
SELECTIVE DEMOLITION
CITY OF PIQUA
ROOF REPLACEMENT GAS TURBINE GENERATOR NO. 9 BUILDING

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. Hazardous materials will be removed by Owner before start of the Work.
   2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
   1. None.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

D. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
2. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.

E. Survey of Existing Conditions: Record existing conditions by use of measured drawings and templates.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Section 01111 “Summary of Work.”

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies, coordinate with owner.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.

b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.

c. Equipment to Be Removed: Disconnect and cap services and remove equipment.

d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 01500 "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01500 "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.
3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
4. Maintain adequate ventilation when using cutting torches.
5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
6. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly.

B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Foamed-insulation-core batten seam metal roof panel, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

A. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal copings, flashings, reglets and roof drainage items not specified in this Section.

B. Division 07 Section "Roof Specialties" for manufactured copings, reglets, and roof drainage items.

C. Division 07 Section "Roof Accessories" for roof hatches, smoke vents, equipment curbs, and equipment supports.

D. Division 07 Section "Joint Sealants" for field-applied joint sealants.

1.3 REFERENCES

A. American Architectural Manufacturers Association (AAMA):

1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.

B. American Society of Civil Engineers (ASCE):


C. ASTM International (ASTM):

1. ASTM A 653/A 653M - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.


3. ASTM C 645 - Specification for Nonstructural Steel Framing Members.


D. Factory Mutual Global (FMG):
1. ANSI/FMG 4471 Class 1 Panel Roofs.

E. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA):

F. Underwriters Laboratories, Inc. (UL):
3. UL 1256 - Fire Test of Roof Deck Constructions.

1.4 PERFORMANCE REQUIREMENTS

A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing agency on manufacturer's standard assemblies.

B. Air Infiltration: Maximum 0.03 cfm/sq. ft. (0.3 L/s per sq. m) per ASTM E 1680 at a static-air-pressure difference of 6.24 lb./sq. ft. (299 Pa).

C. Water Penetration Static Pressure: No uncontrolled water penetration at a static pressure of 12.0 lb./sq. ft. (574.6 Pa) when tested per ASTM E 1646.

D. Ignition Temperature: Provide values for foam plastic insulation that have been established in accordance with ASTM D 1929.

E. Structural Performance: Provide metal wall panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, per ASTM E 72:
1. Wind Loads: Determine loads based on uniform pressure, occupancy category, exposure category, and basic wind speed indicated on drawings.

2. Deflection Limits: Withstand test pressures of 150 percent of inward and outward wind-load design pressures with maximum deflection of 1/180 of the span with no evidence of failure.


F. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-90.

G. FMG Listing: Comply with FMG 4471. Provide metal roof panel assembly listed in FMG’s "Approval Guide."

1. Fire and Windstorm Classification: Class 1A-[90] [120].

2. Hail Resistance: SH.

H. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction.

I. Thermal Performance: Thermal-resistance (R) value indicated, per ASTM C 1363, corrected for air film with dynamic wind perpendicular to panel and still air inside.


1. Fire Performance of Insulated Roof: Class 1 roof panel per ANSI/FM 4880.

1.5 QUALITY ASSURANCE

A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum 5 years experience in manufacture of similar products in successful use in similar applications.

1. Approval of Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

   a. Product data, including certified independent test data indicating compliance with requirements.
   b. Samples of each component.
   c. Sample submittal from similar project.
   d. Project references: Minimum of 5 installations not less than 5 years old, with Owner and Architect contact information.
   e. Sample warranty.

2. Substitutions following award of contract are not allowed except as stipulated in Division 01 General Requirements.
Approved manufacturers must meet separate requirements of Submittals Article.

C. Installer Qualifications: Experienced Installer with minimum of 5 years experience with successfully completed projects of a similar nature and scope.

D. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as specified in Division 07 Section “Joint Sealants.”

E. Fire Performance Characteristics: Provide metal roof system with the following fire test characteristics determined by indicated test standard as applied by UL or other testing and inspection agency acceptable to authorities having jurisdiction.

1. Surface Burning Characteristics: Provide metal roof system panels with the following characteristics when tested per ASTM E84.
   a. Flame Spread Index: 25 or less.
   b. Smoke developed index: 450 or less.

2. Fire Performance of Insulated Roof: Class 1 roof panel per ANSI/FM 4880

1.6 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Prior to erection of roof framing, conduct pre-installation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.

1. Coordinate building framing in relation to Metal Roof Panel system.
2. Coordinate openings and penetrations of metal roof panel system.
3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and roof openings and penetrations and manufacturer's accessories with installation of metal roof panels.

1.7 ACTION SUBMITTALS

A. Product Data: Manufacturer’s data sheets for specified products.

B. Shop Drawings: Show layouts of metal roof panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, penetrations, and special details. Make distinctions between factory and field assembled work.

1. Include data indicating compliance with performance requirements.
2. Indicate points of supporting structure that must coordinate with roof system installation.
3. Include structural data indicating compliance with performance requirements and requirements of local authorities having jurisdiction.

C. Samples for Initial Selection: For each product specified including sealants. Provide representative color charts of manufacturer's full range of colors.
D. Samples for Verification: Provide 12-inch- (305 mm-) long section of metal roof panel showing finishes, vertical joint return, injected core material, and anchoring details. Provide 12-inch- (305-mm-) long pieces of each extruded aluminum trim.

1.8 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Indicating compliance of products with requirements, from a qualified independent testing agency.

B. Coordination Drawings: Layout drawings and detail drawings coordinating the installation of roof panels with purlins, rafters, and other secondary framing. Coordinate penetrations, openings, and mechanical attachments.

C. Qualification Information: For Installer firm, Installer’s field supervisor.

D. Manufacturer’s warranty: Submit sample warranty.

1.9 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Protect products of metal roof panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping with protective wrap. Protect painted surfaces with a strippable protective covering before shipping.

1. Deliver, unload, store, and erect metal roof panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.

2. Store in accordance with Manufacturer’s written instruction. Provide wood collars for stacking and handling in the field.

1.11 WARRANTY

A. Special Manufacturer’s Warranty: On manufacturer’s standard form, in which manufacturer agrees to repair or replace metal roof panel assemblies that fail in materials and workmanship within year from date of Substantial Completion.

B. Special Panel Finish Warranty: On Manufacturer’s standard form, in which Manufacturer agrees to repair or replace metal roof panels that display evidence of deterioration of factory-applied finish within 20 years from date of Substantial Completion, including:

1. Color fading in excess of 5 Hunter units per ASTM D 2244.

2. Chalking in excess of No. 8 rating per ASTM D 4214.

3. Failure of adhesion, peeling, checking, or cracking.
2.1 SYSTEM DESCRIPTION

A. Insulated Core Metal Roof Panel System: Factory-foamed-in-place roof panel system consisting of an exterior metal face sheet with interior metal liner panel, bonded to factory foamed-in-place core in thermally-separated profile, with factory sealed tongue-and-groove side joint, attached to supports using concealed fasteners.

2.2 MANUFACTURERS

A. Basis of Design: CENTRIA, Versapanel Insulated Core Metal Roof Panels. Provide basis of design product

1. CENTRIA Architectural Systems; Moon Township, PA

2. Acceptable substitutions:
   a. Kingspan High Rib Roof Panels
   b. Metl-Span LS-36 Insulated Roof and Wall Panel
   c. Nucor NBS Insulated Panels
   d. Others substitutions allowed with permission of the architect and owner

2.3 PANEL MATERIALS

A. Metallic Coated Steel Sheet: Zinc-Coated (Galvanized) Steel Sheet ASTM A 653/A 653M, Grade 37, G90, structural steel coil coated per ASTM A 755/A 755M.

B. Exposed Coil-Coated Finish:

1. Fluoropolymer Three-Coat System: 0.8 mil primer with 0.8 mil 70 percent PVDF fluoropolymer color coat, and a 0.8 mil 70 percent PVDF fluoropolymer clear coat, AAMA 621.

2. Color: As selected by Architect from manufacturer's standard Prismatic colors.

C. Interior Face Sheet Coil-Coated Finish System: 0.2 mil primer with 0.6 mil acrylic color coat.

2.4 INSULATION FOR PANEL CORES

A. Metal Panel Foamed-Insulation-Core: Closed cell, urethane modified polyisocyanurate foam using a non-CFC blowing agent, foamed-in-place type.

1. Density: 2.6 lb/cu. ft. (43.3 kg/cu. m).
2. Shear stress: 20 lb./sq. in. (138 kPa).
3. Compressive strength: 20 lb./sq. in. (138 kPa).
4. Tensile strength: 20 lb./sq. in. (138 kPa).

2.5 FOAMED-INSULATION-CORE METAL ROOF PANELS

A. Concealed Fastener, Foamed-Insulation-Core Metal Roof Panels: Factory-foamed structural roof panel consisting of ribbed exterior metal sheet and interior metal sheet, bonded to modified isocyanurate core in thermally-separated profile, with factory-sealed double tongue-and-groove panel edges with field applied snap-on battens, attached to supports using concealed fasteners.

1. Exterior Face Sheet:
   a. Metal Thickness: 0.030 inch/22 gage (0.76 mm)
   b. Surface: Embossed, planked.
   c. Color: As selected by Architect from manufacturer’s standard Prismatic colors.

2. Interior Face Sheet:
   a. Thickness: 0.019 inch/26 gage (0.48 mm)
   b. Surface: Embossed, planked.
   c. Color: STD Polyester /acrylic

3. Panel Width: 36 inches (914 mm).
4. Panel Thickness and Thermal Resistance Value: 2.5 inch (44 mm) R-18 per ASTM C 1363.
5. Panel Sealant/Vapor Seal: Factory-applied non-curing butyl.

B. Exposed Trim and Fasteners: Match panel finish.

2.6 METAL ROOF PANEL ACCESSORIES

A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, parapet caps, soffits, downspouts, end-splice backing plates, and miscellaneous flashings. Provide required fasteners, gaskets, closure strips, and sealants.

B. Flashing and Trim: Formed from zinc-coated (galvanized) steel sheet. Match material, thickness, and finish of the metal roof panel face sheet.

C. Batten Cap: Roll-formed cap matching metal roof panel material and finish.

D. Panel Fasteners: Self-tapping screws, bolts, nuts, and other acceptable fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating.
2.7 MISCELLANEOUS MATERIALS

A. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.

B. Sealant: ASTM C 920 elastomeric silicone sealant, as required for metal roof panel assemblies to remain watertight and as recommended by panel manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine metal roof panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal roof panels.

B. Roof Substrate: Confirm that roof substrate is within tolerances acceptable to metal roof panel system manufacturer.

1. Maximum deviations acceptable:

   a. 3/8 inch (9.5 mm) in 20 foot (6.1 m) vertically or horizontally from face plane of roof framing...
   b. 3/4 inch (19 mm) over entire roof.

C. Framing: Inspect framing that will support insulated metal roof panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of insulated metal roof panels.

D. Advise G.C., in writing, of out-of-tolerance work and other deficient conditions prior to proceeding with metal roof panel system installation.

E. Correct out of tolerance work and other deficient conditions prior to proceeding with insulated composite panel installation.

3.2 METAL ROOF PANEL INSTALLATION

A. General: Install insulated metal roof panel system in accordance with approved shop drawings and manufacturer's recommendations. Install insulated metal roof panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.

B. Attach panels to metal framing using recommended clips, screws, fasteners, sealants, and adhesives indicated on approved shop drawings.
1. Fasten metal roof panels to supports with concealed clips at each joint at location, spacing, and with fasteners recommended by manufacturer. Install clips to supports with self-tapping fasteners.

2. Provide weatherproof escutcheons for pipe and conduit penetrating roof.

3. Dissimilar Materials: Where elements of metal wall panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

4. Apply battens to insulated metal roof panel seams, fully engaged to provide weather tight joints.

C. Joint Sealers: Install joint fillers, and sealants where indicated and where required for weatherproof performance of metal roof panel assemblies.

1. Seal panel end utilizing 2 beads of non-curing butyl; apply continuously without gaps to complete panel system air barrier.

2. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.3 ACCESSORY INSTALLATION

A. General: Install metal roof panel accessories with positive anchorage to building and weather tight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install related flashings and sheet metal trim per requirements of Division 07 Section "Sheet Metal Flashing and Trim."

2. Install components required for a complete metal roof panel assembly, including trim, copings, flashings, sealants, gaskets, fillers, closure strips, and similar items.

3. Comply with performance requirements and manufacturer's written installation instructions.

4. Provide concealed fasteners except where noted on approved shop drawings.

5. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 CLEANING AND PROTECTION

A. Remove temporary protective films when directed by Architect. Clean finished surfaces as recommended by metal roof panel manufacturer.

B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION
## Appendix 1

SSOE Drawings

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<th>Drawing No.</th>
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<td>Code Date Demo Plan Roof Plan</td>
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<td>A501</td>
<td>Roof Details</td>
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