

City of Mentor, Ohio

Civic Center Pool Building Replacement

June 23, 2025

**CITY OF MENTOR, OHIO
CIVIC CENTER POOL -BUILDING REPLACEMENT**

ADMINISTRATION

Kenneth J. Filipiak	City Manager
Robert Fowler	Assistant City Manager
Mate Rogonjic	Director of Finance
Joseph P. Szeman	Law Director
Dave Swiger, PE	City Engineer
Lorne Vernon	Director of Public Works
Kenn Kaminski	Director of Parks, Recreation and Public Facilities
Kevin D. Malecek	Director of Economic Development & International Trade
Kathleen Cantanzriti	Director of Planning
Ken Gunsch	Chief of Police
Ron Zak	Fire Chief

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ADVERTISEMENT, BID, CONTRACT, AND SPECIFICATIONS

June 2025

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ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the City of Mentor, Purchasing Department, 2nd Floor, 8500 Civic Center Boulevard, Mentor Ohio 44060, until 10:30 a.m. July 21, 2025, and will be opened and read immediately thereafter for the following project:

MENTOR CIVIC CENTER POOL- BUILDING REPLACEMENT OPINION OF PROBABLE CONSTRUCTION COST: \$5,600,000

Probable cost of construction contains all Base Bid items only. Awards will be made based on Base Bid Items only.

A non-mandatory pre-bid meeting will be held for prospective BIDDERS on July 10, 2025, at 9:00 a.m. at the project location located at 8600 Munson Road, Mentor, Ohio 44060. All work under this contract shall be completed within 250 Days of Notice to Proceed.

Bids must be in accordance with specifications and on forms available from Northeast Blueprint, 1230 East 286th St., Cleveland, Ohio 44132 at a cost of Two hundred and twenty-five dollars (\$225.00) plus shipping. Payment for Bidder's Packages will not be refunded.

The bid specifications, drawings, plan holders list addenda, and other bid information may be obtained at www.neblueplanroom.com. Prospective BIDDERS may address written inquiries to Carlos Rojas via email at carlos.rojas@burgessniple.com.

The bidder shall be responsible to check for Addenda and obtain same from the website.

Publish: The News Herald

June 27, 2025

July 04, 2025

July 11, 2025

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in Instructions to BIDDERS are defined in the Standard General Conditions of the Construction Contract (EJCDC C700) (2007 Edition).

Certain additional terms used in these Instructions to BIDDERS have the meanings indicated below which are applicable to both the singular and plural thereof.

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

2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of the Bidding Documents shall be obtained at the location(s) noted and for the sum stated in the Advertisement for Bids.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER/ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. OWNER and ENGINEER/ARCHITECT 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.

3. QUALIFICATION OF BIDDERS

Each BIDDER must submit with their Bid, an experience record form (Section 00 45 13) with at least three projects listed that are similar to this project in size and scope.

- 3.1. To further demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within 5 days after an OWNER's request for detailed written evidence such as financial data, previous experience, present commitments, subcontractor capabilities or experience, and other such data.
- 3.2. Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- 3.3. The CONTRACTOR's state license number must be included where applicable.
- 3.4. Each BIDDER must be registered as a plan holder with the Issuing Office.
- 3.5. Drug-Free Workplace Program.
 - 3.5.1. During the Contract Time, the Contractor and each Subcontractor shall be enrolled in and good standing in the Drug-Free Workplace (DFWP) Program or a similar program approved by the Ohio Bureau of Workers' Compensation.
 - 3.5.2. Contractors must enroll in a certified program and provide verification within ten days of the bid opening or bid will be deemed nonresponsive.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each BIDDER before submitting a Bid:
 - 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including appendices);
 - 4.1.2. To visit the site to become familiar with and satisfy BIDDER as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - 4.1.3. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;
 - 4.1.4. To study and carefully correlate BIDDER's knowledge and observations with the Contract Documents and such other related data; and
 - 4.1.5. To promptly notify ENGINEER/ARCHITECT of all conflicts, errors, ambiguities, or discrepancies which BIDDER has discovered in or between the Contract Documents and such other related documents and/or site conditions.
- 4.2. BIDDER may review, if available, those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by the ENGINEER/ARCHITECT in preparation of the Contract Documents.

Copies of such reports and drawings will be made available by the OWNER to any BIDDER on request.
- 4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."
- 4.4. Before submitting a Bid, each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or which BIDDER deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.5. On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests, and studies as each BIDDER deems necessary for submission of a Bid. BIDDER shall notify all underground utilities and must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies. The BIDDER assumes all liability from damages resulting from such examination, investigation, exploration, tests, and studies. The schedule for such investigations shall be approved by the OWNER.
- 4.6. Reference is made to Section 00 73 00, "Supplementary Conditions," for the identification of the general nature of the Work that is to be performed at the site by the OWNER or others (such as utilities and other prime CONTRACTORS) that relates to the Work for which a Bid is to be

submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such Work.

- 4.7. The submission of a Bid will constitute an incontrovertible representation by the BIDDER that the 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 Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the prevailing hourly wage rates for the area in which the Project is located, that BIDDER has given ENGINEER/ARCHITECT prompt written notice of all conflicts, errors, ambiguities, and discrepancies that the BIDDER has discovered in the Contract Documents, and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to BIDDER, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.8. The provisions of 4.1 through 4.8, inclusive, do not apply to asbestos, polychlorinated biphenyls (PCBs), petroleum, hazardous waste, or radioactive material unless identified in the Contract Documents. If these materials are not identified by the Contract Documents, provisions for handling them shall be in accordance with paragraph 4.06 of Section 00 70 00, "General Conditions."

5. INTERPRETATIONS AND ADDENDA

- 5.1. All questions about the meaning or intent of the Bidding and Contract Documents are to be directed to the ENGINEER/ARCHITECT in writing. Interpretations or clarifications considered necessary by the ENGINEER/ARCHITECT in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER/ARCHITECT as having received the Bidding Documents. Questions received less than 10 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER or the ENGINEER/ARCHITECT.

6. BID SECURITY

- 6.1. Each Bid must be accompanied by a Bid security made payable to the Owner in the form of either:
 - 6.1.1. A Bond for the full amount of the BIDDER's maximum Bid price with a corporate Surety approved by the Owner and meeting the requirements of paragraphs 5.01.A and 5.01.B of the General Conditions. Use Bond forms included herein.
 - 6.1.2. A certified check for 10 percent of the Bid.
 - 6.1.3. A cashier's check for 10 percent of the Bid.
 - 6.1.4. An irrevocable letter of credit for 10 percent of the Bid.
- 6.2. As soon as the Bids have been compared, the Owner will return the Bid securities of all except the three lowest BIDDERS. When the Agreement is executed, or the period for holding the

Bids has expired and no time extension has been mutually agreed upon, the Bid guaranties of the two remaining unsuccessful BIDDERS will be returned.

- 6.3. Attorneys-in-fact who sign Bond forms must file with each Bond a certified and effective dated copy of their power of attorney.
- 6.4. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Contract Bond, if applicable, within 10 calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the Owner may, at their option, consider the BIDDER in default, in which case the BIDDER will be subject to the liability as set forth in the Bid Guaranty and Contract Bonds or Contract Bonds.

7. CONTRACT TIMES

The number of days within which the Work is to be completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.01.A.14 of Section 00 70 00, "General Conditions") is set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE AND "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER/ARCHITECT, application for such acceptance will not be considered by the ENGINEER/ARCHITECT until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER/ ARCHITECT is set forth in paragraphs 6.05.A, B, C, D, E, and F of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."

10. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

BIDDERS shall submit the identity of any subcontractors, suppliers, or others who may be contracted with by the CONTRACTOR during the course of the project on the Proposed Subcontractors form (Section 00 43 36).

11. BID FORM

- 11.1. The Bid Form is included with the Bidding Documents and the Bid prices must be entered therein, in figure only. In all items, Bids must be made separately on labor and material and the total price for each unit shall be the "Total (Sum of Labor and Material)." In the event of math errors on the Bid Schedule, the "Labor" and "Material" columns will be assumed to be correct and the remaining math will be corrected accordingly. Bids will then be evaluated using the corrected figures.

- 11.2. All blanks on the Bid Form must be completed by printing or typing on the original forms from the Issuing Office.
- 11.3. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5. All names must be typed or printed below the signature.
- 11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.7. The address, telephone number, and facsimile number for communications regarding the Bid must be shown.
- 11.8. Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with paragraph 3, "Qualifications of BIDDERS." State CONTRACTOR license number, if any, must also be shown.
- 11.9. The BIDDER is required to execute and submit a Noncollusion Affidavit (Section 00 45 19) with the Bid.
- 11.10. The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the lump sum Bid items, to the satisfaction of the ENGINEER/ARCHITECT, before signing the Contract Documents. The lump sum breakdown shall be in sufficient detail to provide a check of claims for partial payment requests.
- 11.11. The quantities listed in the Bid are to be considered as approximate and are to be used only for the comparison of the Bids and as a basis for computing amounts of security or penal sums of Bonds to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities and as they may be increased or decreased by duly authorized Change Order. Payments, except for lump sum Bids, and except for the lump sum items in unit price Bids, will be made to the CONTRACTOR for the actual quantities only of Work performed or materials furnished in accordance with the Contract Documents.

12. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

The Bidding Forms are to be completed and submitted along with the Bid security.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1. Bids may be modified or withdrawn by an appropriate document 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 opening of Bids.
- 13.2. If within the time specified by law, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and the Bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened (unless obviously nonresponsive) and 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.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for 60 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. Should there be any reasons why the Contract cannot be awarded within the specified period, the time may be extended in writing by mutual agreement between the OWNER and the BIDDER. If the Contract is to be awarded, OWNER will give successful BIDDER a Notice of Award within 60 days after the date of the Bid unless the time is extended by mutual agreement between the OWNER and the BIDDER.

16. AWARD OF CONTRACT

- 16.1. OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to 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, whether because the Bid is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. 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. 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.
- 16.2. In evaluating Bids, OWNER will consider the qualifications of BIDDERS, 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.
- 16.3. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment

proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

16.5. If the Contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

17. CONTRACT SECURITY

Paragraphs 5.01.A and B of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions," set forth OWNER's requirements as to performance and payment Bonds or Contract Bonds. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds or Contract Bond.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within 10 days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement To OWNER with the required Bonds. Within 20 days thereafter OWNER shall deliver two fully signed counterparts to CONTRACTOR.

19. PREBID CONFERENCE

A prebid conference may be required by the OWNER. If so, the time, date, and place will be given to persons obtaining Contract Documents.

20. PROTEST PROCEDURE

20.1. A protest based upon an alleged violation of the procurement requirements may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the OWNER. The OWNER shall determine the validity of the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

20.2. A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than 1 week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protestor bears the risk of nondelivery within the required time period.

20.3. A protest must clearly present the procurement requirement being protested, the procurement regulation in alleged noncompliance, the facts which support the protest, and any other information necessary to support the protest.

SCOPE OF BIDS
CITY OF MENTOR
CIVIC CENTER POOL -BUILDING REPLACEMENT
COMPLETE PROJECT/FACILITY

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character or equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can, in any way, affect the work under this Contract.

All known structures, pipelines, and utilities have been indicated in their approximate locations on the plans, and any reasonable variation in size and location of structures and pipe shall not be cause for extra payment.

If construction procedures and equipment being utilized by the CONTRACTOR prove to be inadequate in the performance of the Contract, the procedures and equipment shall be modified or alternative equipment shall be furnished and used at no additional cost to the OWNER.

The CONTRACTOR will be responsible for supplying, maintaining, and paying all costs associated with all temporary and permanent utility services as required for construction of the Work. The CONTRACTOR shall pay the monthly costs associated with electrical service throughout the Contract Time including facility testing and start-up until the project reaches substantial completion.

The price Bid shall include the following:

1. All labor, materials, and equipment in accordance with Article 6 of the General Conditions.
2. All field staking necessary for construction from control points established by the ENGINEER/ARCHITECT.
3. All assistance required by the ENGINEER/ARCHITECT to verify compliance with the Contract Documents, including measuring for quantities.
4. All coordination, sequencing, permits, fees, and traffic control.
5. All testing required by the Contract Documents, plans, and specifications.
6. All costs associated with permits, fees, and testing.

All BIDDERS must Bid Items 1-2.

Item 1 – Civic Center Pool Building Replacement. The lump sum Bid for this item shall include all the necessary work to construct the facility complete, not limited to furnishing all materials, labor, tools, and equipment necessary to perform all general, site, utilities, demolition, mechanical, plumbing, electrical, heating, air conditioning, and ventilation work to complete the Project, complete and ready for operation in accordance with the Contract Documents.

The successful BIDDER will be required to furnish a breakdown of the lump sum Bid as required for estimating purposes. Payment will be made on a lump sum basis, in accordance with the General Conditions.

Item 2 – General Allowance (As-Directed). This item shall include a lump sum, as-directed allowance of \$150,000 to be used at the Owner's discretion.

Allowance related materials and work shall not commence until the OWNER/ENGINEER reviews and approves a detailed cost summary of the proposed work, including material price quotes, submitted by the CONTRACTOR.

The allowance shall be adjusted by Change Order if the final cost is more or less than the stated allowance.

The successful BIDDER will be required to furnish a breakdown of the lump sum Bid as required for estimating purposes. Payment will be made on a lump sum basis, in accordance with the General Conditions.

BID FORM

PROJECT IDENTIFICATION: Civic Center Pool Building Replacement
Complete

CONTRACT IDENTIFICATION AND NUMBER: N/A

THIS BID IS SUBMITTED TO: City of Mentor, Ohio
Office of the Purchasing Department

(Name and Address of OWNER): 8500 Civic Center Boulevard
Mentor, Ohio 44060

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the amount Bid and within the time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of Section 00 11 13, "Advertisement for Bids," and Section 00 21 13, "Instructions to Bidders," including without limitation those dealing with the disposition of Bid security.
3. This Bid will remain subject to acceptance for 60 days after the day of Bid opening.
4. BIDDER will sign and submit the Agreement with the Bonds and the other contract forms as listed on the table of contents within 10 days after the date of OWNER's Notice of Award.
5. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number(s)	Bidder Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____

- b. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation 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 person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- c. BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing the Work.
- d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.02 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER/ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- e. BIDDER 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, and furnishing of the work.
- f. BIDDER has correlated the information known to BIDDER, 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.
- g. BIDDER is aware of the general nature of the Work to be performed for the OWNER for which this Bid is submitted, as indicated in the Contract Documents.
- h. BIDDER has given the OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written

resolution thereof by the OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all items and conditions for performing and furnishing the Work for which this Bid is submitted.

6. BIDDER will complete the work for the following price(s):

BID SCHEDULE
CITY OF MENTOR
CIVIC CENTER POOL BUILDING REPLACEMENT

BIDDER agrees to perform all the work described in the Contract Documents for the following unit prices:

				Unit Prices in Figures			
(1)	(2)	(3)	(4)	(5)	(6)	(7 = 5 + 6)	(8 = 3 x 7)
Item	Description	Quantity	Unit	Labor	Material	Total (Sum of Labor and Material)	Total Extended Informal Price in Figures
1.	Civic Center Pool Building Replacement, Complete	1	l.s.				
2.	General Allowance (As-Directed)	1	l.s.	NA	NA	\$150,000	\$150,000
Total of Bid Items Nos. 1-2					\$		

ADD ALTERNATE BID ITEM(S)

				Unit Prices in Figures			
(1)	(2)	(3)	(4)	(5)	(6)	(7 = 5 + 6)	(8 = 3 x 7)
Item	Description	Quantity	Unit	Labor	Material	Total (Sum of Labor and Material)	Total Extended Informal Price in Figures
Total of Bid Item No.					\$		

BID SCHEDULE (Continued)

Informal Total of Bid Items 1 through 2 \$_____

Respectfully submitted:

Name of Contractor

Address

Signature

Date _____

Title

Phone Number

(Seal - if Bid is by a corporation)

Attest _____

7. Unit prices have been computed in accordance with paragraph 11.03 of the General Conditions.
8. Quantities are not guaranteed. Final payment will be based on actual quantities as provided in the Contract Documents.
9. BIDDER agrees that the work will be complete and ready for final payment within 250 calendar days after the date when the Contract time commences to run, as provided in paragraphs 2.03 and 14.07 of the General Conditions.
10. BIDDER agrees to pay as liquidated damages (in the event of failure to complete the work ready for final payment within the times specified in the Agreement) the sum of \$500 for each consecutive calendar day as provided in the Agreement.
11. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of _____.
 - b. All the procurement forms listed in Section 00 01 09, "Table of Contents."
12. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.

_____	Phone _____
_____	Fax _____

SUBMITTED on _____, 20____

If BIDDER is:

An Individual

By _____

(Individual's Signature and Typed Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner Signature and Typed Name)

Business address: _____

Phone No.: _____

A Corporation

By _____ (CORPORATE SEAL)

(Corporation Name)

(State of Incorporation)

By: _____

(Typed Name and Signature of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Signature of Secretary)

Business address: _____

Phone No.: _____

Miscellaneous

Federal Taxpayer Identification Number _____

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
as Principal, and _____ as Sureties, are hereby
held and firmly bound unto _____ as OWNER and obligee in
the penal sum of the dollar amount of the Bid submitted by the Principal to the OWNER on
to undertake the Project known as

. 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
total amount of the Bid including any alternates which may be accepted. For the payment of the penal
sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this _____ day of _____, 20___. THE CONDITION
OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Bid
for the above referenced project. NOW, THEREFORE, if the OWNER accepts the Bid of the
Principal and the Principal fails to enter into a proper Agreement 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 10 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 10 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 10 days
after the awarding of the contract enters into a proper Agreement 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 Agreement; and shall pay all lawful claims of Subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier 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 for 1 full year after final completion, 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 Agreement or in or to the Plans or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____

Attest: By _____(SEAL)

Name _____

_____ Title _____

Witness as to Principal

Surety _____

Attest:

(SEAL)

Witness as to Surety

By _____(SEAL)
Attorney-in-Fact

(SURETY COMPANY ADDRESS)

(SURETY AGENT'S ADDRESS)

Street

Agency Name

City State Zip

Street

Telephone

City State Zip

Telephone

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the state where the Project is located and shall furnish proof of such authorization in the Bid.

PROPOSED SUBCONTRACTORS

The BIDDER is required to state the Subcontractors proposed to be utilized in the Work. Provide name, address, telephone number, and amount of subcontract. (Enter NONE, where work will be performed by the BIDDER.) Failure to list Subcontractors here may result in rejection of the Bid.

Electrical	<hr/> <hr/>
Plumbing	<hr/> <hr/>
HVAC	<hr/> <hr/>
Masonry	<hr/> <hr/>
Site/Civil	<hr/> <hr/>
Carpentry	<hr/> <hr/>
Roofing	<hr/> <hr/>

EXPERIENCE RECORD

The BIDDER is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project and ENGINEERS/ARCHITECTS other than Burgess & Niple, Inc. Use additional copies of this form as required.

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

PROJECT NAME: _____
ENGINEER: _____ OWNER: _____
PERSON TO CONTACT: _____
PHONE: (____) _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
CONTRACT VALUE: _____
DATE STARTED/COMPLETED: _____
DESCRIPTION: _____

NONCOLLUSION AFFIDAVIT

The BIDDER is required to execute and submit with his Bid, the Noncollusion Affidavit.

State of _____
County of _____

Bid Identification _____

CONTRACTOR _____ being first
duly sworn, deposes and says that he is _____ (sole owner, a partner,
president, secretary, etc.) of _____,
the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any
undisclosed person, partnership, company, association, organization, or corporation; that such Bid is
genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited
any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired,
connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain
from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement,
communication or conference with anyone to fix the Bid price of said BIDDER or of any other BIDDER,
or to fix any overhead, profit, or cost element of such Bid price, or of that of any other BIDDER, or to
secure any advantage against the OWNER awarding the Contract or anyone interested in the proposed
Contract; that all statements contained in such Bid are true; and, further, that said BIDDER has not,
directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or
divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to
any corporation, partnership, company, association, organization, Bid depository, or to any member or
agent thereof, or to any other individual except to such person or persons as have a partnership or other
financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this

_____ day of _____, 20__.

Seal of Notary

(Signature of Notary)

NOTICE OF AWARD

To: _____ Date: _____, 20__

Project Description: _____

The OWNER has considered the Bid submitted by you on _____, 20__ (Bid Date) for the above described work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Bonds (if applicable) and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 10 calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

OWNER

By _____
CONTRACTOR

By _____

this the _____ day of
_____ 20__

Name _____

Title _____

By _____

Name _____

Title _____

Copy: Contractor's Surety
Surety's Agent

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between
(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.

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

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 2. ENGINEER/ARCHITECT.

For this agreement, the ENGINEER/
ARCHITECT is designated as:

who is hereinafter called ENGINEER/ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER/ARCHITECT in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. The work will be completed and ready for final payment within _____ calendar days after the date when the Contract Time commences to run, as provided in the Notice to Proceed and in paragraph 14.07.B and 14.07.C of the General Conditions.

3.2. LIQUIDATED DAMAGES.

1. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

2. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the work is not completed on time.

3. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the sum of \$_____ for each consecutive calendar day that expires after the time specified in paragraph 3.1, or any proper extension thereof granted by OWNER for completion and readiness for final payment.

Article 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of \$_____, in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deductions by Change Order and quantities actually performed.

Article 5. PAYMENT PROCEDURES.

5.1 **APPLICATION FOR PAYMENT.** CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER/ARCHITECT as provided in the General Conditions.

5.2. **PROGRESS PAYMENTS.** OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER/ARCHITECT monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed).

5.3. **FINAL PAYMENT.** Upon final completion and acceptance of the work in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER/ARCHITECT as provided in said paragraphs 14.07.B and 14.07.C.

Article 6. INTEREST. All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate provided by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS. In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. 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, or furnishing of the work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.

7.4. CONTRACTOR has examined and agreed with provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and underground facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of Section 00 70 00, "General Conditions," and Section 00 73 00, "Supplementary Conditions."

7.5. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

7.6. 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.

7.7. 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.

7.8. CONTRACTOR has given ENGINEER/ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER/ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

8.1. This Agreement.

8.2. Exhibits to this Agreement.

8.3. Procurement and Contracting Requirements, Specifications and Supplemental Specifications as listed in Section 00 01 09, "Table of Contents," from Division 0 through Division 48 prepared or issued by Burgess & Niple, Inc., dated _____, 20__ and revised _____, 20__.

8.4. Drawings prepared by _____, numbered _____ through _____, dated _____, 20__ and revised _____, 20__.

8.5. ADDENDA:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

8.6. All completed forms including procurement forms and contract forms as listed in Section 00 01 09, "Table of Contents."

8.7. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04.A and 3.04.B of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04.A or 3.04.B of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies 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.

9.3. 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 of all covenants, agreements, and obligations contained in the Contract Documents.

9.4. 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.

9.5 The Contract, or any agreement subsidiary thereto, shall not be binding or of any force unless the Finance Director of the City shall endorse thereon a certificate (similar to the legal and Fiscal Officers from, Section 00 56 00) that there remains unexpended or in the process of collection and unapplied, an appropriation or fund applicable thereto and sufficient to pay the estimated expenses of completing this Contract or subsidiary agreement, as certified by the officers making the same.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed _____ copies of this Agreement. _____ counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER/ARCHITECT.

The effective date of this Agreement shall be _____, 20____.

OWNER:

By _____
Name _____
Title _____

(SEAL)

ATTEST:

By _____
Name _____
(Please Type or Print)
Title _____

Address for giving notices

CONTRACTOR:

By _____
Name _____
Title _____
Address _____

Telephone _____
Employer Identification No. _____
Contractor's License No. _____

(If a corporation, a second officer must sign.)

By _____
Name _____
(Please Type or Print)

Title _____

(SEAL)

ATTEST:

By _____
Name _____
(Please Type or Print)
Title _____

Address for giving notices

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

CONTRACT PRICE

Name of Project: _____

Owner: _____

Contractor: _____

The following items in the proposal and Bid of the Contractor are included in the award of this Contract:

Item	Description	Quantity	Unit	Unit Price	Amount
TOTAL BID ITEMS (1 THROUGH ____)				\$	_____

ADD/DEDUCT FOR ALTERNATE BID ITEMS

Item	_____	\$	_____
	_____		_____
	_____		_____

TOTAL FOR ALTERNATES (ADD)(DEDUCT)	\$	_____
------------------------------------	----	-------

DEDUCT FOR COMBINED AWARDS	\$	_____
----------------------------	----	-------

TOTAL		\$	_____
-------	--	----	-------

EQUIPMENT/MATERIAL LIST

Name of Project: _____

Owner: _____

Contractor: _____

The following equipment and/or material items have been selected by the Owner and are the basis of the award of this Contract:

**Specification
Section**

Equipment/Material

Manufacturer

NOTICE TO PROCEED

To: _____ Date: _____

Project Description: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to complete the work within _____ calendar days thereafter. The date of completion of all work is therefore _____, 20__.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

OWNER
By _____
Name _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Proceed is hereby acknowledged

By _____
CONTRACTOR

this the _____ day of
_____, 20__

By _____
Name _____
Title _____

LEGAL AND FISCAL OFFICERS

_____, 20__

The foregoing Agreement is approved as to form

By_____

Name_____

Title_____

I _____ hereby certify that I am
Name Title

the qualified and acting fiscal officer of the _____,

_____, and that the amount of money to wit \$
State

required to meet the cost of the attached Agreement between _____
OWNER

and _____ has been lawfully
CONTRACTOR

appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 20__

(SEAL)

By_____

Name_____

Title_____

SECTION 00 58 00

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT
Section 1311.252, Ohio Revised Code

STATE OF OHIO

COUNTY OF _____, SS.

Notice is hereby given by _____

_____ of the commencement of a public improvement as follows:

1. The public improvement is identified as:

Project Name

Project Number

Location

Date of Contract Execution

2. The principal contractors on the public improvement, and the trade and surety of each, are as follows:

A. Trade: _____

Principal Contractor:

Surety:

B. Trade: _____

Principal Contractor:

Surety:

C. Trade:_____

Principal Contractor:

Surety:

3. The representative of the _____

_____ upon whom service may be made for the purposes of serving an
affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name

Title

Address

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

by _____,

of _____.

(Notary Public)

SECTION 00 59 00

**NOTICE OF FURNISHING
Section 1311.261, Ohio Revised Code**

(FOR USE IN CONNECTION WITH PUBLIC IMPROVEMENTS)

TO: _____
(Name of Principal Contractor)

DATE: _____

(Address of Principal Contractor)

The undersigned notifies you that he has furnished or performed or will furnish or perform _____

(Describe labor, work or materials)

for the improvement of real property identified as _____

(Property description or address)

under order given by _____

(Name of subcontractor or materialman)

**The labor, work, or materials were first furnished or performed or will be furnished or performed
on _____, 20_____.**

(Name of subcontractor or materialman)

By: _____
(Signature)

Name: _____

Title: _____

Phone No.: _____

Address: _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal and _____
_____ as Sureties, are hereby held and firmly bound unto
_____ in the penal sum of _____
_____ Dollars (\$) _____)

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.

Signed this _____ day of _____ 20___. THE CONDITION OF THE ABOVE
OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of
20__, enter into an Agreement with _____ which
said Agreement 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 Them to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of Subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the OWNER as obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect until 1 year beyond the date of final acceptance; 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 Agreement or in or to the drawings or specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

Principal _____

Attest: _____ By _____

(SEAL) _____ Name _____

_____ Title _____

Witness as to Principal

Surety _____

Attest: _____

(SEAL) _____ By _____

_____ Attorney-in-Fact

SURETY COMPANY ADDRESS: SURETY AGENT'S ADDRESS:

Street Agency Name

City State Zip Street

Telephone City State Zip

Telephone

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the state where the Project is located and shall furnish proof of such authorization with the Bid.

Contractor's Progress Estimate No. _____

Date of Issuance: _____

Effective Date: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:		Engineer:

<u>RECAP</u>						
<u>Contract Amount</u>			<u>Completed To Date</u>			
Labor	Material	Total	Labor	Material	Total	
Original Contract	_____	_____	_____	_____	_____	_____
Extra Orders	_____	_____	_____	_____	_____	_____
Deduction	=====	=====	=====	=====	=====	=====
Totals	_____	_____	_____	_____	_____	_____
Less Retainer ____%			=====	=====	=====	=====
Net Completed To Date			_____	_____	_____	_____
Material Stored		_____				
Less Retainer		=====				
Net Material Stored						_____
Total Earned To Date						_____
Less Amount Previously Paid						=====
DUE THIS ESTIMATE						_____
Balance to Finish						_____
Percent Complete						_____%

<p>OWNER APPROVAL:</p> <p>CONTRACTOR'S CERTIFICATE</p> <p>I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, that all amounts have been paid for work for which previous payments were issued, and that payment has not been received and there is due and unpaid on said contract</p> <p>_____ DOLLARS</p> <p>Contractor</p> <p>Signed</p>	<p>ENGINEER/ARCHITECT APPROVAL</p>
--	--

Unit Price Estimate								Contractor's Progress Estimate No.										
For (contract):																		
Bid Item				Unit Price Bid				Work Completed this Period		Work Previously Completed		Total Work Completed				Materials Presently Stored	Total Completed and Stored to Date	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	
Bid Item No.	Item Description	Quant.	Units	Labor	Materials	Subtotal	Total	Quant.	Total	Quant.	Total	Quant.	Labor	Materials	Total	Total	Total	
						E+F	C*G		G*I		G*K	I+K	E*M	F*M	G*M	Not in P	P+Q	
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
X	Bid item description	XX	xx	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX
Grand Totals							\$XX.XX	-	\$XX.XX	-	\$XX.XX	-	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	\$XX.XX	

Stored Material Summary **Contractor's Progress Estimate No.** _____

For (contract):

[illegible]

DELINQUENT PERSONAL PROPERTY TAX

Section 5719.042 ORC

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

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

**DELINQUENT PERSONAL PROPERTY TAX
AFFIDAVIT**

STATE OF _____
COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she
is _____ of _____ the successful
(Sole owner, a partner, president, secretary, etc.)

BIDDER on the attached Contract with the _____ and for
the purpose of complying with Section 5719.042 of the Ohio Revised Code states that at the time the bid
for said Contract was submitted, said BIDDER _____ (was/was not) charged with delinquent personal
property taxes on the general tax list of personal property of a county in which the City of _____
has territory (_____ County). The amount of such due and unpaid delinquent taxes, penalties and
interest thereon is as follows.

TAXES	PENALTIES & INTEREST	COUNTY
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

(Affiant)

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

(Notary Public in and for)

My commission expires: _____

For Fiscal Officer's Use Only Auditor
Contract No. _____
Copy Mailed to County Treasurer
Date _____ Initials _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER
OF NO UNRESOLVED FINDING FOR RECOVERY
BY OHIO STATE AUDITOR
(ORC 9.24)**

STATE OF OHIO:

ss:

COUNTY OF _____

TO: _____
(Owner)

The undersigned, being first duly sworn, having been awarded a contract by _____ for
(Owner)

_____ hereby states that we,
(Project Name)

_____, do not have any unresolved findings for recovery
(Name of Vendor/Contractor)

issued by the Auditor of the State of Ohio as defined in Ohio Revised Code Section 9.24. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Signature/Title

Sworn to before me and subscribed in my presence this _ day of _____ 20__.

Notary Public

CAMPAIGN CONTRIBUTIONS AFFIDAVIT

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____)
)SS:
COUNTY OF _____)

Personally appeared before me the undersigned, a successful bidder in a competitive bidding for

_____, for a contract for _____
(Contractor) (Project Title)

to be let by _____, Ohio who, being duly cautioned and sworn,
(Owner)

makes the following statement with respect to prohibited activities constituting a conflict of
interest under Section 3517.13 Ohio Revised Code:

1. That no person or persons, who are owners of at least twenty percent of the above-named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign committee, nor have they aggregately given contributions totaling more than one thousand dollars.
2. That no person employed by the above-named firm, nor their spouses are in violation of any provision of Ohio Revised Code Section 3517.13.

Signature

Title

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

Notary Public _____

My commission expires _____

Request for Interpretation No. _____

Date of Issuance by Contractor: _____

Project Name: _____

From Contractor:	Contact Name:
To Engineer:	Contact Name:

Attention:
This RFI must be issued by the Contractor to the Engineer in accordance with General Conditions paragraph 9.08., within 30 days of the event giving rise to the question.

Contractor's Request for Interpretation: _____

Date Written Interpretation Issued:	Interpretation by:
-------------------------------------	--------------------

Written Interpretation from Engineer: _____

Copy to Owner

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO: _____

PROJECT: _____

CONTRACT DATE: _____

State of _____
County of _____

The undersigned, hereby certifies that to the best of their knowledge, information, and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

BY: _____ (Witness)

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

Notary Public

My Commission Expires _____

Field Order No. _____

Date of Issuance: _____ Effective Date: _____

Project:

Owner: _____

Contract No.:

Date of Contract:

Contractor:

Engineer: _____

Attention:

The Contractor is hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer within 30 days of the receipt of the field order by submitting Section 00 63 66, "Contractor Claim Notice".

Reference	(Specification Section[s])	(Drawing[s] / Detail[s])
-----------	----------------------------	--------------------------

Description:

Attachments:

	Engineer: Burgess & Niple, Inc.
--	---------------------------------

Receipt Acknowledged by (Contractor):

Date: _____

Copy to Owner

Work Change Directive No. _____

Date of Issuance: _____ Effective Date: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:		Engineer:

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

- ☐ Unit Prices
- ☐ Lump Sum
- ☐ Other _____

Estimated increase (decrease) in Contract
Price: \$ _____

If the change involves an increase, the
estimated amount is not to be exceeded
without further authorization.

Method of determining change in
Contract Times:

- ☐ Contractor's records
- ☐ Engineer's records
- ☐ Other _____

Estimated increase (decrease) in Contract
Times: Substantial Completion: _____
days; ready for final payment: _____
days. If the change involves an increase, the
estimated times are not to be exceeded without
further authorization.

RECOMMENDED:

ENGINEER/ARCHITECT

By: _____
(Authorized Signature)

AUTHORIZED:

OWNER

By: _____
(Authorized Signature)

Change Order No. _____

Date of Issuance: _____ Effective Date: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:		Engineer:

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Justification:

Change to **CONTRACT PRICE**:

Original **CONTRACT PRICE** \$ _____

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDERS** \$ _____

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be increased/decreased by:

\$ _____

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ _____

Change to **CONTRACT TIME**:

The **CONTRACT TIME** will be increased/decreased by _____ calendar days.

The date of completion of all work will be _____

The changes contained in this **CHANGE ORDER** will not be a basis for any additional time or compensation beyond the times or amounts listed in the **CHANGE ORDER**.

ACCEPTED BY: _____
(CONTRACTOR)

RECOMMENDED BY: _____
(ENGINEER/ARCHITECT)

APPROVED BY: _____
(OWNER)

FEDERAL AGENCY APPROVAL: _____

(where applicable)

Contractor Written Notice for Claim No. _____

Date of Issuance: _____

Project: _____

Owner: _____

Contractor: _____

Attention:

According to paragraph 10.05.B of the General Conditions, this written Notice must be submitted to the Engineer within 30 days of the event giving rise to the claim. Within 60 days of the event giving rise to the claim, the claim's extent in both time and cost must be submitted to the Engineer for their review. The Contractor is required to proceed with the work during the claim negotiations as required by paragraph 6.18 of the General Conditions.

No action is required of the Engineer on receipt of this notice.

Description of event giving rise to the Claim:

Reasons this event should be considered a change to the Contract:

CONTRACTOR

By: _____
(Authorized Signature)

Contractor Written Substantiation for Claim No. ____

Date of Issuance: _____

Project: _____

Owner: _____

Contractor: _____

Attention:

According to paragraph 10.05.B of the General Conditions, this written Substantiation must be submitted to the Engineer within 60 days of the event giving rise to the claim. All requested changes in the contract price or time shall be substantiated with material quotes, subcontractor quotes, man-hour estimates, and project schedules that are attached to this form. Also note that this Claim Substantiation serves as the 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 Contractor is required to proceed with the work during the claim negotiations as required by paragraph 6.18 of the General Conditions.

Description of event giving rise to the Claim:

Reasons this event should be considered a change to the Contract:

Requested Change in Contract Price (according to paragraph 12.01 of the General Conditions):

+ / - \$ _____.

Requested Change in Contract Time (according to paragraph 12.02 of the General Conditions):

+ / - ____ days

List of Attached Documents Substantiating Claim:

- 1.
- 2.
- 3.

CONTRACTOR

By: _____

(Authorized Signature)

Engineer's Response (to be filled out by Engineer):

According to paragraph 10.05.C of the General Conditions, the Engineer has 30 days to respond to the last submittal from the claimant with one of the following actions:

_____ Claim Approved

_____ Claim Approved as noted.

_____ Claim Denied

_____ Request for Information for this Claim

If the Engineer does not respond within 30 days, the claim is considered denied.

Engineer Comments:

ENGINEER

By: _____

(Authorized Signature)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Project: _____

Owner:	Contract No.:	Date of Contract:
Contractor:	Engineer:	

This Certificate of Substantial Completion applies to all work under the Contract Documents or to the following specified parts thereof:

TO _____
OWNER

And To _____
CONTRACTOR

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER/ARCHITECT, and that work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR to within _____ days of the above date of Substantial Completion.

From the date of Substantial Completion, the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the work in accordance with the Contract Documents.

Executed by ENGINEER/ARCHITECT on _____, 20__.

ENGINEER/ARCHITECT

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

CONTRACTOR

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20__.

OWNER

By: _____
(Authorized Signature)

SECTION 00 65 19.13

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: _____

PROJECT: _____

CONTRACT DATE: _____

State of _____

County of _____

The undersigned hereby certifies that, except as listed below, they have paid in full or have otherwise satisfied all obligations for all materials and equipment furnished for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Section 00 65 19.19, Consent of Surety to Final Payment; whenever Surety is involved, consent of Surety is required.

The following supporting documents should be attached hereto if required by the Owner:

1. Section 00 65 19.16 Contractor's Affidavit Release of Liens and Indemnity, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

BY: _____ WITNESS:

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

(Notary Public)

My Commission Expires _____

SECTION 00 65 19.16

CONTRACTOR'S AFFIDAVIT, RELEASE OF LIEN AND INDEMNITY

State of: _____

County of: _____

Now comes _____, having first been duly cautioned and sworn, who states under oath:

1. I am _____ of _____ and testify
(Title) (Contractor)
herein from my own personal knowledge.

2. _____ entered into Contract No. _____
(Contractor)
for _____.
(Project Name)

3. _____ commenced work on Contract No. _____
(Contractor)
on _____, 20____, and completed work on _____, 20____.

4. As _____ of _____,
(Title) (Contractor)
I hereby represent warrant and certify 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 other 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.

5. As _____ of _____,
(Title) (Contractor)
I am authorized to and do hereby agree on behalf of _____
(Contractor)

A. To indemnify and hold _____ ,
(Owner)
harmless from any and all damages, cost and expense, including reasonable attorneys' fees, relating to or arising from subcontractors and other for labor and material used in accomplishing completion of the project.

B. To 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.

C. That the provisions of Paragraphs 5(A) and (B) above are made in return for valuable consideration, the receipt of which is hereby acknowledged.

(Date)

(Contractor)

By: _____
(Title)

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

NOTARY PUBLIC

SECTION 00 65 19.19

CONSENT OF SURETY TO FINAL PAYMENT

TO (OWNER): _____

PROJECT: _____

CONTRACT DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

SURETY NAME AND ADDRESS: _____

on bond of

CONTRACTOR NAME AND ADDRESS: _____

hereby approves of the final payment to the Contractor and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

OWNER NAME AND ADDRESS: _____

as set forth in said Surety's bond.

IN WITNESS WHEREOFF, the Surety has hereunto set its hand on this date:

(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:

(Seal):

(Printed name and title)

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR
PREVAILING WAGES

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

of _____ do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the improvement, repair and construction of:

(Project and Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the Contract Documents.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Witness)

(Signature of Office or Agent)

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

(Notary Public)

My Commission Expires _____

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the OWNER will release the surety and/or make a final payment due under the terms of the Contract.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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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 Bidder 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.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 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 moneys 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 *Terminology*

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, deletions, 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.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.

- 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 any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, 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 that 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 notification, 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 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.
- 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 6.06.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.
- 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 programs incident thereto, or for any failure of Contractor to comply with Laws

and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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 apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, 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.
 - e. 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.
 - f. 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.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. 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.
 - i. 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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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 10.05.
- 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 13.03.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.c 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
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

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 of 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.

SUPPLEMENTARY CONDITIONS

TO STANDARD GENERAL CONDITIONS - SECTION 00 70 00 EJCDC C-700 (2007 EDITION)

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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.

1.01.17 Drawings. Add the following sentence to the definition.

“Drawings may also be described as Plans.”

1.01.19 ENGINEER. Revise the term to read “ENGINEER or ENGINEER/ARCHITECT.”

1.01.44 Substantial Completion. Add the following to the first sentence.

“and a Certificate of Substantial Completion has been completed.”

Add the following to the end of definition.

“In order for the work or a specific part thereof to be substantially complete, training requirements must have been met and all work shall have been demonstrated to be in compliance with operational requirements for 30 continuous days.”

1.01.52 Final Completion. Add the following term and definition.

“52. Final Completion – The project will be complete when all work is complete including all punch list items and all documents required for occupancy of the facility are completed and submitted to the OWNER. These include, but are not limited to, Certificate of Occupancy, Letters of Approval from various regulatory agencies, inspection certificates, and all other items as required in paragraph 14.07.”

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/her last given address or delivered in person to said party or his/her authorized representative on the work.”

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.”

2.02 Copies of Documents. Amend the first sentence of paragraph 2.02 so it shall read as follows:

“The OWNER shall furnish the CONTRACTOR five copies of Contract Documents. . . .”

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 between the OWNER and the CONTRACTOR.”

2.05 Before Starting Construction. Revise paragraph A to read as follows:

“A. Preliminary Schedules: Within fifteen days after Notice of Award, CONTRACTOR shall submit to ENGINEER for its timely review:”

Add the following paragraphs after 2.05.A.1:

“a. A preliminary progress schedule, as a minimum shall be defined as a bar chart schedule that indicates dates for starting and completing the various stages of the work, including a minimum of:

- On-site mobilization.
- Submittal dates by specification division - starting and ending.
- Major structure excavations.
- Structural completion of major structures.
- Substantial completion of structures.
- Operational demonstration (phases if proposed).
- Project substantial completion.
- Major equipment installations.

The preliminary progress schedule shall become the basis on which the required CPM schedule shall be developed. Schedule must incorporate and indicate compliance with any Contract Milestone dates including Substantial and/or Final Completion dates.”

Revise paragraph 2.05.A.2 to read as follows:

“2. A preliminary schedule of submittals in accordance with paragraph 1.4 A of Section 01 33 00, 'Submittals' and”

2.07 Initial Acceptance of Schedules. Delete the first sentence of paragraph A. Add the following sentence after sentence 2 of paragraph A./.

“The schedule due at this time shall be the final critical path method schedule in accordance with Section 01 32 16, 'CPM Schedules.’”

3.02 Reference Standards. Revise paragraph A.1 to read as follows:

“1. 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, or regulations of governmental authority shall be the latest at the time of opening of Bids.”

4.02 Subsurface and Physical Conditions. Replace paragraph 4.02 with the following:

“4.02 Subsurface and Physical Conditions

“A. Reports and Drawings: The Supplementary Conditions identify:

“1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents and they are included in the Appendix of the Contract Documents. These reports and tests are not Contract Documents and are to be considered 'technical data.’

“2. CONTRACTOR may not rely upon or make any claim against OWNER or ENGINEER, or any of their Related Entities with respect to:

“a. 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

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

“c. Any CONTRACTOR interpretation of or conclusion drawn from any 'technical data' or any such other data, interpretations, opinions or information.

“3. In the preparation of drawings and specifications, ENGINEER/ARCHITECT or ENGINEER's Consultants have relied upon the following reports of explorations and tests of subsurface conditions at the site of the work:

- None Available

4.03 Differing Subsurface or Physical Conditions. Replace paragraph 4.03.A with the following:

“A. Notice: If CONTRACTOR believes that any 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 Drawings; 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 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.”

4.04 Underground Facilities Add the following new paragraphs immediately after paragraph 4.04.A.2.

“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 2 working days, excluding Saturdays, Sundays, and legal holidays, prior to construction in the area of the subsurface utility, notify the subsurface utility Owner in writing, by telephone, or in person. The marking or locating shall be coordinated to stay approximately 2 days ahead of the planned construction.

“c. The CONTRACTOR shall alert immediately the occupants of nearby premises as to any emergency that he/she 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.

“4.04.A.6 Broken Utility Services.

“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 must 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.”

4.05 Reference Points. Add the following sentence to paragraph 4.05.A.

“Copies of a Registered Surveyor's notes on location of facilities shall be supplied to the ENGINEER/ARCHITECT.”

4.06 Hazardous Environmental Condition at Site. Delete paragraph 4.06.G in its entirety.

5.02 Licensed Sureties and Insurers. Add the following sentence after paragraph 5.02.A.

“All insurance coverage required hereunder must be maintained with insurance companies having an A.M. Best Financial Strength Rating of “A -“ or better, and a Size Category of VII or greater.”

5.03 Certificates of Insurance – Deleted in its entirety and replaced with the following:

A. Prior to commencing Work, CONTRACTOR shall furnish OWNER with an ACORD Forms 24 and 25, Certificates of Property and Liability Insurance, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth in Section 5.04.

B. Failure of OWNER to demand such certificate or other evidence of full compliance with these insurance requirements or failure of OWNER to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR’s obligation to maintain such insurance.

C. OWNER shall have the right, but not the obligation, to prohibit CONTRACTOR or any lower-tier subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by OWNER.

D. Failure to maintain the insurance required in Section 5.04 shall constitute an event of default pursuant to Section 15.02 A.4. of the Standard General Conditions of the Construction Contract, and shall allow OWNER to terminate this Agreement at OWNER’S option. If CONTRACTOR fails to maintain the insurance set forth herein, OWNER shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR’s expense.

E. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to OWNER when requested.

F. OWNER reserves the right to review at any time insurance policies maintained by CONTRACTOR to confirm that CONTRACTOR has complied with the provisions of the General

and Supplementary Conditions. CONTRACTOR shall provide certified copies of all insurance policies required above within 10 days of OWNER's written request. If policies have not yet been issued by carrier, CONTRACTOR shall provide the insurance carrier binders specifically evidencing coverage as required above.

5.04 CONTRACTOR's Insurance

The CONTRACTOR shall maintain the following insurance coverage during the progress of the Work of this CONTRACT, the ensuing correction period and any additional period as may be defined elsewhere in the Contract Documents, but in no case less than two years after final acceptance of the work. The following insurance coverage shall contain a provision or endorsement that the coverage afforded will not be canceled or non-renewed until at least 30 days prior written notice has been given to OWNER.

The coverage and limits of said insurance shall be the broadest and greatest, respectively, of that required by law, the Contract Documents and the following stated minimums:

A. Workers' Compensation, under paragraphs 5.04.A.1 and 5.04.A.2 (of the Standard General Conditions of the Construction Contract) with limits meeting the statutory requirements of the State in which work is to be performed, as well as meeting the statutory requirements of applicable Federal law (e.g. U.S. Longshore & Harbor Workers). Workers Compensation policy and Commercial Umbrella Liability policy shall provide combined limits of at least \$500,000 Employers Liability Per Accident and \$500,000 Employers Liability for Disease Per Employee. A Waiver of Rights of Recovery endorsement (WC 00 03 13, or its equivalent) shall apply where permitted by law, which shall be stated accordingly on the Certificate of Insurance.

B. Commercial General Liability (CGL) under paragraphs 5.04.A.3 through 5.04.A.5 (of the Standard General Conditions of the Construction Contract), with limits of not less than:

General Aggregate	\$2,000,000 Per Project
Product & Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

CGL policy shall provide coverage equivalent to or broader than the ISO occurrence form CG 00 01, including coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury. Such coverage shall include blanket contractual liability, broad form property damage, and XCU hazards (explosion, blasting, collapse and underground coverage).

Additional Insured Endorsements – The following Additional Insureds shall be included as an Insured under the CGL policy for both ongoing- and completed- operations utilizing ISO Form CG 2033 for ongoing operations or CG 2037 for completed operations, or their combined equivalent. Such coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, OWNER. The commercial umbrella policy shall follow-form. Additional Insureds shall be defined as indicated below, and Certificate of Insurance shall specifically state the following:

The following are Additional Insureds under the CGL and Excess Liability policies for both ongoing- and completed-operations: City of Mentor, Ohio; Burgess & Niple, Inc. and their respective officers, directors, members, partners, employees, agents, consultants and others as may be required by written contract or agreement. Copy of the applicable endorsements are attached and made a part hereof.

Waiver of Rights of Recovery – CONTRACTOR waives all rights against OWNER and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL or commercial umbrella liability policy, and policy(s) shall include specific carrier permission for and acknowledgment of such waivers.

Certificate of Insurance shall:

- Indicate CGL Aggregate Limit as applying on a “Per Project” basis;
- Include a copy of the Additional Insured endorsement(s); and
- Include the above noted “additional insured” wording.

C. Comprehensive Automobile Liability under paragraph 5.04.A.6 (of the Standard General Conditions of the Construction Contract):

with a combined single limit of not less than \$1,000,000 each accident to cover “Any Auto” (or “Hired, Borrowed and Owned” vehicles, specifically), which shall be stated accordingly on the Certificate of Insurance.

D. Commercial Umbrella Liability

with limits of not less than \$2,000,000 and providing the coverage described in Section A-C above, including provisions for Additional Insureds, Per Project Aggregates and Waivers of Rights of Recovery as defined in Section-A above.

E. Other Insurance Where Applicable:

- Railroad Protective Liability Insurance – N/A
- Professional Liability Insurance shall be maintained by the CONTRACTOR and/or each Design Professional retained by the CONTRACTOR for claims arising from the negligent performance of professional services. Policies shall be written for not less than \$1,000,000 per claim and in the aggregate. This coverage shall remain in effect for not less than 3-years after the date of substantial completion of the project
- Pollution Liability Coverage shall be maintained by the CONTRACTOR for claims arising from pollution conditions that arise from the operations of the CONTRACTOR. Policies shall be written for not less than \$1,000,000 per claim or occurrence and in the aggregate. This coverage shall remain in effect for not less than 3-years after the date of substantial completion.

5.04.B.7 Add the following paragraphs after paragraph 5.04.B:

“7. The CONTRACTOR shall also purchase and maintain such insurance as will protect him/her 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, tunnelling, 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, tunnelling, pile driving, cofferdam work, or caisson work.

“8. In addition, the following coverages shall be provided if the work contemplated by the Contract involves such operations.

“a. Claims for damage to property arising from operations directly or indirectly incident to blasting 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.”

5.06 Property Insurance. Revise paragraph A to read as follows:

“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:”

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

In paragraph B, revise the first sentence to read “CONTRACTOR shall purchase and maintain. . .”

Delete paragraph E in its entirety.

5.11 General Insurance Provisions. The following items are added in this new section.

“A. No Representation of Coverage Adequacy – By requiring the insurance as set out in this Article, OWNER does not represent that coverage and limits will necessarily be adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR’s liability under the indemnities provided to OWNER in this Agreement, or any other provision of the Contract Documents.

“B. Subcontractors’ Insurance – CONTRACTOR shall cause each subcontractor under their employ, and all lower-tier subcontractors, to purchase and maintain insurance of the type specified in Section 5.04, and CONTRACTOR shall, upon OWNERS’s request, provide copies of Certificates of Insurance evidencing such coverage.”

6.01 Supervision and Superintendence. Add the following sentence after the first sentence of paragraph 6.01.A.

“The OWNER, the ENGINEER/ARCHITECT, and related entities expressly disclaim any responsibilities for the means, methods, techniques, safety, sequence, and procedures of construction.”

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 subagreement, 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 4112.01 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 4112.01 of the Ohio Revised Code, national origin, or color.

“D. Prevailing Rates of Wages

Attention is called to the 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 included in Section 00 73 43, “Minimum Wage Rates.”

“E. Drug-Free Workplace

“1. The Contractor shall be enrolled in and be in good standing in the drug-free workplace program of the Ohio Bureau Workers’ Compensation or a comparable program approved by the bureau during the entire contract length.

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

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

“4. Failure of a contractor to require a subcontractor to be enrolled in and be in good standing

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

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

6.04 Progress Schedule. Revise paragraph A.1 to read as follows:

"CONTRACTOR shall submit to ENGINEER for acceptance (as part of the application for progress payment, at least quarterly) proposed adjustments in the progress schedule. . . ."

6.05 Substitutes and "Or-Equals." Add the following paragraph A.2.e.

"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 proposing the substitute unless otherwise agreed to by the Owner."

6.07 Patent Fees and Royalties. Delete paragraph 6.07.B in its entirety.

6.08 Permits. Add the following paragraph after paragraph 6.08.A.

"B. Water Withdrawal Registration. The Ohio Department of Natural Resources requires a water registration where surface or groundwater is withdrawn at a rate greater than 100,000 gallons per day. The CONTRACTOR will be required to apply for and submit the required form."

6.09 Laws and Regulations. Add the following paragraphs after paragraph 6.09.C.

"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."

6.10 State Sales Tax. Materials to be incorporated in this work may be purchased by the

CONTRACTOR free of state sales tax.

6.17 Shop Drawings and Samples. Add the following new paragraphs immediately after paragraph 6.17.E.

“F. See Division 1 Specification Section 01 33 00, 'Submittals,' for more information and requirements of the submittal process.”

6.19 Contractor's General Warranty and Guarantee. Add the following paragraph after paragraph 6.19.C:

“D. The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of 1 year from the date of Substantial Completion. *During this warranty period*, 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.”

7.02 Coordination. Revise paragraph A to read as follows:

“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:”

7.04 Separate Contractor Claims. Add the following paragraphs to Article 7.

“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.”

9.03 Project Representative. Add the following paragraphs after paragraph 9.03.A.

“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 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.”

10.01 Authorized Changes in the Work. Add the following paragraphs immediately following paragraph 10.01.B.

“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/her written authority.”

12.03 Delays. Add the following paragraphs to Article 12.03.C.

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

Inclement Weather Table

	0.10 Inch Precipitation, or More	32 Degrees F., or Less
January	14	26
February	12	23
March	14	20
April	14	6
May	13	0
June	12	0
July	11	0
August	9	0
September	8	0
October	8	3
November	11	15
December	12	24

“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 inch, or in which the highest temperature was 32 degrees F., or less from nearest weather station's records over the same period of time.”

13.02 Access to Work. Add the following paragraph immediately following paragraph 13.02.A.

“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.”

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:”

14.02 Progress Payment (Revise for Project, Ohio shown.) Replace paragraph 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 materials incorporated in the work at the rate of 100 percent, and for labor performed at the rate of 92 percent of the amount.

“b. All labor performed after the labor portion of the work is 50 percent complete shall be paid for at the rate of 100 percent of the amount of the labor performed.

“c. The amount retained for labor shall be deposited in an escrow account once 50 percent of the work and also 50 percent of the total labor is completed. The funds in the escrow account, with accumulated interest, are to be paid the CONTRACTOR at the time and in the same manner as specified for payment of the retained amount in paragraph 14.07.

“d. Payment for materials and equipment delivered and suitably stored but not incorporated shall be at the rate of 92 percent of the invoice value of such material and equipment.

“e. Piping, process equipment, and electrical equipment and other material and equipment will not be considered incorporated into the work until all inspection, testing, start-up, training, compliance with operational requirements for 30 days continuous, and other requirements, as specified, are successfully completed.”

Revise paragraph 14.02.C.1 to read as follows:

“Thirty 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.”

14.04 Substantial Completion. Add the following sentence immediately after the last sentence of paragraph 14.04.B.

“CONTRACTOR shall accompany ENGINEER/ARCHITECT on all inspections to help itemize punch list items.”

14.06 Final Inspection. Add the following sentence immediately after the last sentence of paragraph 14.06.A.

“B. CONTRACTOR shall accompany ENGINEER/ARCHITECT on all inspections to help itemize punch list.”

15.02.A.5 OWNER May Terminate for Cause. Add the following paragraphs immediately following paragraph 15.02.A.4.

“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.”

16.01 Methods and Procedures. Add the following to paragraph 16.01.A. at the beginning of the second sentence:

“If the parties mutually agree to mediate the disputed claim,”

Add the following sentence to paragraph 16.01.C.3 at the end of the last sentence:

“within the state in which the OWNER is located.”

Add the following paragraph to Article 16.

“16.02 The CONTRACTOR will carry on the work and maintain the progress schedule during any arbitration or court proceedings, unless otherwise mutually agreed in writing.”

17.07 Assignments. Add this new section following paragraph 17.06.

“17.07 Assignments

“A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his/her right, title, or interest therein, or his/her obligations thereunder, without written consent of the other party.”

17.08 Disinfection. Add the following paragraphs to Article 17.

“17.08.A Pipelines, reservoirs, clear water basins, and all structures designed to carry or hold water that is for domestic consumption shall be thoroughly cleaned and flushed and disinfected before being put in service and before acceptance by the OWNER. See Division 1 section 'Leakage Test and Disinfection' for more information and requirements.

“17.08.A.1 The CONTRACTOR shall supply all water for testing structures. The CONTRACTOR shall provide all materials, piping, valving, fuel, electricity, and all other items necessary to transport the water to the structures.”

17.09 Watertight Structures. Add the following paragraphs to Article 17 of the General Conditions.

“17.09.A All structures to be used for holding water shall be made watertight and shall be tested by filling with water before they are accepted. See Division 1 section 'Leakage Test and Disinfection' for more information and requirements.

“17.09.A.1 The Contractor shall supply all water for testing structures. The CONTRACTOR shall provide all materials, piping, valving, fuel, electricity, and all other items necessary to transport the water to the structures.”

MINIMUM WAGE RATES

The wages to be paid for a legal day's work to laborers, workers, or mechanics engaged in work under this Agreement at the site of the Project in the trade or occupation listed shall be not less than the wage rate set opposite the same, as predetermined by the Bureau of Wage and Hour, Division of Labor and Worker Safety, Department of Commerce of the State of Ohio, in accordance with Section 4115.04 of the Ohio Revised Code.

A copy of the wage rates can be obtained from the Department of Commerce of the State of Ohio's website at www.doc.ohio.gov/dico/.

There shall be posted in a prominent and accessible place on the site of the work a legible statement of the schedule of wage rates specified in the Contract to the various classifications of laborers, workers, and mechanics employed, said statement to remain posted during the life of each Agreement.

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

The CONTRACTOR or Subcontractor is required to file with the contracting public authority upon completion of the Project and prior to final payment therefor, an affidavit stating he has complied with Chapter 4115 of the Ohio Revised Code.

ADDENDA TO CONTRACT

All addenda that are posted for this project shall be filed behind this cover sheet and acknowledged on Section 00 41 00.03, "Bid Form," and Section 00 52 00, "Agreement."