PROJECT MANUAL FOR

Cameron Park Elementary School Demolition

626 Waycross Road, Cincinnati, OH 45240

for the

Winton Woods City School District

1215 West Kemper Road, Cincinnati, OH 45240

SHP Comm. No. 2010022.01
July 2010

SHP Leading Design
4805 Montgomery Road, Suite 400
Cincinnati, OH 45212

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Notice to Bidders

Separate, sealed proposals for each of the requirements set forth below will be received at the Office of the Treasurer of the Board of Education of
Winton Woods City School District, 1215 West Kemper Road, Cincinnati, OH 45240 until **3:00 P.M. - LOCAL TIME, Wednesday, August 18, 2010** and will be publicly opened and read immediately thereafter at the usual place of meeting, and a report thereof made to the board at their next meeting.

A prebid meeting, with access into the building, will be held at Cameron Park Elementary on Wednesday, August 11, 2010 at 3:00 P.M.

Said work consisting of the abatement and demolition of Cameron Park Elementary School and related site work. Separate contracts will be awarded for Demolition and Abatement.

Copies of the contract bidding documents may be obtained, on or after August 2, 2010 from:

Key Blue Prints, Inc.
411 Elliot Avenue
Cincinnati, OH 45215
513-821-2111
www.keycompanies.com

Documents will be forwarded at bidder's expense. A deposit of **$25.00** per set is required. Deposit is refundable for documents returned within 10 working days following bid date. All questions regarding interpretation of the bidding documents for demolition shall be referred to SHP Leading Design, 4805 Montgomery Road, Suite 400, Cincinnati, OH 45212; phone 513-381-2112 or fax 513-381-5121. All questions regarding the bidding documents for abatement shall be referred to m.a.c. Paran Consulting Services, Inc., 3959 Fulton Grove Road, Cincinnati, OH 45245; phone 513-752-9111 or fax 513-752-7973.

Bids shall be submitted on the form furnished with each set of bid documents or on a typewritten copy of that form. Each bid shall be accompanied by a bid guarantee meeting requirements of Section 153.54 of the Ohio Revised Code. Said guarantee may be in the form of a bond (ORC 153.571) or a certified check, cashiers check, or letter of credit meeting requirements of 153.54.

The said Board of Education reserves the right to waive informalities, and to accept or reject any and all, or parts of any and all bids.

No bids may be withdrawn for at least 60 days after the scheduled closing time for receipt of bids.

The estimate for the demolition work is $160,000.
The estimate for the abatement work is $90,000.

Board of Education – **Winton Woods City School District**
By: Tom Golinar, Treasurer

Advertise: July 29, 2010; the second advertisement shall be posted on the Winton Woods City School District internet web site: http://www.wintonwoods.org/

INSTRUCTIONS TO BIDDERS

This section is for the general information of bidders. To be considered, bids must be submitted in accordance with these Instructions To Bidders. The Owner reserves the right to consider invalid any bids not prepared and submitted in accordance with the provisions contained herein.

PART 1- GENERAL

General Information Notes

1. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 as amended by Owner and Architect, are applicable to these Instructions To Bidders.

2. Communications for the administration of the **Demolition** Contract shall be as set forth in the General Condtions and, in general, shall be through the Architect:
   SHP Leading Design
   4805 Montgomery Road, Suite 400
   Cincinnati, OH 45212
   Attn. **Todd Thackery**

1.01 Documents

.1 Failure to Execute Contract Documents: In the event the bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Labor and Material Payment Bond with a surety company in accordance with Article 1.17 of these Instructions To Bidders within 5 days after a contract has been awarded to such a bidder by the Owner, said Owner may declare such certified or cashier's check or bid bond forfeited to the Owner for extra costs incurred by reason of delay of the project and obtaining acceptable prices from another bidder.

1.02 Bidders Examination and Representation

.1 Before submitting a bid, each bidder should carefully examine the documents (including any previous documents) and the construction site and inform himself with the limitations and conditions related to the Work covered by his bid, and shall include in his bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions which could have been determined by examining the site and documents.

.2 It is the purpose and intent of the Contract Documents, that a fully complete job be accomplished. It shall be each bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically called for in the Specifications and Drawings.

.3 **Each bidder by making his bid represents that he has read and understands the bidding documents.**

.4 Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

.6 No allowance shall be subsequently made in behalf of a bidder by reason of an error or oversight on its part resulting from its failure to examine the Construction Documents for the other trades.

.7 Each bid shall reflect the materials, systems, and equipment described by the Contract Documents without exception.

1.03 Qualifications of Bidders

.1 Each bid and each exact copy thereof, must be accompanied by AIA Document A305, Contractor Qualifications Statement. This shall clearly show the bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated. This document must be submitted at the time of the bid.

.2 The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish the Owner such data for this purpose as the Owner may request.

1.04 Clarification of Bidders' Questions

.1 Questions for this project shall be in writing and faxed to:

Project Manager SHP**, Todd Thackery** (513) 381-5121

.2 Each bidder is responsible for calling to the attention of the Architect ambiguities, inconsistencies, discrepancies, errors, or omissions which occur in the Contract Documents for his part of the Work. Failing to request clarification, the bidder will be expected to overcome such conditions without additions to his bid Prices.

.3 Oral interpretation of the meaning of the drawings and specifications shall not in any way alter the obligations of the bidders to provide services as called for in the above documents.

.4 Where interpretation is required, the Architect shall make such interpretation in the form of an Addenda.

.5 Prospective bidders in doubt as to the true meaning of a part of the Drawings, Specifications, or other Contract Documents shall submit to the Architect, not less than 10 days before closing time for bids, a written request for interpretation and addenda clarification. Questions received after this time that would require issuing an addendum will not be answered.

.6 Bidders are instructed to request interpretations and the issuing of addenda if the Contract Documents call for materials, equipment, or methods which adversely affect the cost or quality of the project, or are unavailable.

1.05 Approval Before Bidding

.1 If a Contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in the Specifications, he should require that representatives of the proposed manufacturer or supplier contact the Architect and request a ruling on the acceptability of the material or equipment in question. The contact should be made in sufficient time, 10 days before the date scheduled for the closing of bids, so that an addendum can be issued to clarify the situation.

.2 It is not possible to set the time allowance for every problem; however, it shall be not less than 10 days before bid closing. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit his request in ample time to process it.

.3 Prior to receipt of bids the Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing at least 10 days before date set for receipt of bids, and are accompanied by full and complete technical data and other information required by the Architect to evaluate the proposed substitution.

.4 Each bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to bid due date.

1.06 Addenda

.1 The Architect will issue addenda to clarify bidders' questions to change, alter, or supplement the Contract Documents.

.2 The Owner reserves the right (through the Architect) to issue addenda changing, altering, or supplementing the Contract Documents, prior to the time set for receiving bids.

.3 A copy of the addenda will be mailed or delivered to each bidder of record, and to each prospective bidder requesting a copy. Bidders who request and are sent documents by the Architect are considered “Bidders of Record”. Copies of addenda will be available for inspection wherever Contract Documents are on file for that purpose.

.4 Bidders are responsible for acquiring each issued addenda in time to incorporate them into their proposal.

.5 In the event delivery of addenda to bidders is delayed, for reasons not the fault of the bidders, the Owner may be requested to allow a reasonable extension of time for the opening of bids, to permit inclusion of such addenda.

.6 Each bidder shall enumerate in his bid each addenda he has received.

.7 If an Addendum is issued within 72 hours prior to the published time for the opening of bids (excluding Saturdays, Sundays, and legal holidays), then the time of opening of bids shall be extended one week with no further advertising of bids required.

.8 If a Bidder fails to indicate receipt of each Addenda through the last Addenda, issued by the Architect, on its Bid Proposal Form, the bid of such Bidder will be deemed to be responsive only if:

a) The bid received clearly indicates that the bidder received the Addendum, such as where the Addendum added another item to be bid upon and the bidder submitted a bid on that item; or

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

1.07 Alternates

.1 Requested Alternates are listed on the Bid Proposal Form and are described in detail under Alternates, Division 1 - General Requirements. They must be included with base bids.

.2 The cost of each Alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.

.3 Each bidder shall be responsible for bidding alternates which affect the work of the Bid Categories he is bidding, regardless of whether listed or not listed on the Bid Proposal Form. If an applicable alternate is not listed on the Bid Proposal Form, the bidder shall submit on his letterhead the cost of said Alternates. No additional monies will be allowed after signing of contracts for failure to bid applicable Alternates.

.4 The Owner retains the right to reinstate any alternates not included in the signed contract at the price bid by the Contractor within 60 days from and including the date of signing the Contract.

.5 If, during the progress of the Work, the Owner desires to exclude work required by alternates included in the Contract, the Owner reserves the right to exclude the alternates at the price bid by the Contractor. If this action is not taken in sufficient time and causes delay in the progress of the work or causes the Contractor uncontrollable and justifiable additional expense, this expense shall be negotiated and resolved by Change Order.

1.08 Substitution (Voluntary Alternates)

.1 The Contract is based on the materials, equipment, and methods described in the Contract Documents.

.2 Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect, in an addendum prior to bid date.

.3 Substitute systems, materials, or equipment that the bidder may wish to present without prior, written approval of Architect, shall be submitted on separate sheet attached to the Bid Proposal Form and clearly acknowledged on the bid proposal form, in the manner specified. Such voluntary substitution proposals must clearly indicate the name of the bidder, the manufacturer, brand name, and model numbers of the proposed substitution, and the amounts proposed to be added to or subtracted from the base bid.

.4 Such suggested substitute items, not approved in writing by Architect prior to receipt of bids, will be individually considered as Voluntary Alternates and will be subject to the approval of the Architect and acceptance by the Owner. Voluntary alternates will not be considered in the award or determination of the lowest responsible and responsive bid.

.5 Where the phrase “or equal” or “or equal as approved by the Architect” occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved by the Architect unless the item has been specifically approved for this Work by the Architect in writing.

.6 Proposed brands or products not approved by an Addendum, including those set forth in a voluntary substitution proposal included in the Bid Documents, will be treated as proposals for Change Orders and shall be held open for acceptance for 60 days after the entry into the Owner/Contractor Agreement.

.7 In proposing a substitution, the Bidder represents and warrants that each proposed substitution will not result in changes to the Project, including changes to the Work of other Contractors, or decrease in the performance of equipment or systems to be installed in the Project and agrees to pay additional costs incurred by the Owner or others providing the Work as a result of a substitution which is accepted.

1.09 Architect's Cooperation During Bidding Period

.1 Each bidder is requested to contact the Architect in the event that problems occur or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.

.2 The Architect will cooperate fully in connection with requests, and will provide information required, providing the Architect's ethical responsibilities are not encroached upon.

.3 It is the general policy of the Architect to be as helpful as possible to bidders, insofar as is consistent with fair and open competition.

1.10 Bidding Procedures

.1 All bids shall be submitted on the Proposal Form (or Bid Form) furnished by the Architect - Photo copy Proposal Form included in the Project Manual.

.2 Fill in all blank spaces and spell out all numbers.

.3 Each bidder is required to bid every item called for on his Bid Form, including alternative and unit costs. Each bidder shall state the bid category number and description. Do not use section numbers. Contracts will be awarded by bid category only. Each bidder shall enumerate in his bid each addenda he has incorporated into his proposal.

.4 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the bidders.

.5 Telecommunicated bids will not be considered.

.6 Bids which are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids which are signed for a partnership shall be signed by the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners. Bids for a corporation shall be signed with the name typed below the signature. A bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

.7 Each bidder shall enumerate in his bid the addenda he has incorporated into his proposal.

.8 It is the bidder's responsibility to include in his bid the costs necessary for a completed and finished job for items of Work bid upon.

.9 Submit bids in duplicate with Bid Security and other requested supplemental material attached; properly and completely executed.

.10 Requirements for Alternates must be filled-in for each bid package to indicate an amount or no change in the Base Bid Price. No alternate price provided constitutes an incomplete bid.

1.11 Bid Security

.1 A bid security in the form of a certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10 percent of the total bid shall accompany each bid; or a bid guaranty bond in accordance with Chapter 153.54 of the Ohio Revised Code in the amount of 100 percent of the total bid shall accompany each bid. The surety for bid security shall be one complying with the requirements of Article 1.17.3 of these Instructions To Bidders.

.2 The bid security of bidders, except the 3 selected best qualified in each category, may be returned within 7 days after the opening of bids at the Owner's, or Architect's option.

.3 Bid security of the three selected qualified bidders may be held by the Owner, following the bid opening for a maximum of 60 days, unless the Owner and the bidders agree otherwise; except that in the event a qualified bidder has been awarded the Contract and has failed to

execute same or furnish performance bond. Then the bid security of such bidder will be subject to forfeit and the next qualified bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third qualified bidder because of a default of the previous two qualified bidders, the same condition will apply to the third bidder as hereinbefore set forth.

.4 The bid security of the three selected bidders of each Contract category will be returned within 72 hours after the Form of Agreement has been executed.

.5 In the event that the Owner should decide to reject every bid in connection with a given Contract or Contracts, the bid securities in connection with the Contracts will be returned within 72 hours following such decision.

.6 Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.

.7 The Noncollusion Affidavit must be properly filled-in, signed and notarized, and included with the bid.

1.12 Identification and Submission of Bid Proposal

.1 Enclose bids in opaque, sealed envelope with bid security and other requested exhibits. The envelope shall have clearly marked in indelible material on its face, the following:

Name of Project
Name of Bidder
Date and time of closing of bids

1.13 Modification or Withdrawal of Bid Proposal

.1 A bidder may withdraw his bid prior to the scheduled time for the receipt of bids, without forfeiture of bid security. If a postponement of the time for receiving bids is made, the new time established therein shall be the time within the meaning of this Article.

.2 Bids may be modified prior to bid closing Time.

.3 After pronouncement of the closing of bids, no Contractor may recall his bid.

1.14 Opening of Bids

.1 The Notice To Bidders indicates the time and place fixed for opening bids.

.2 Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

.3 No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.

.4 Every bid received within the time fixed for the receiving of bids will be opened and read aloud, irrespective of irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

.5 The amounts involved in alternatives requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be read.

.6 The Owner/Architect, reserves the right to delay the time for opening of bids when, in their judgment, it is desirable or necessary.

.7 When requested, bidders will be furnished a transcript of the bids made, as soon as convenient after the bid opening and the tabulation of the results.

1.15 Disqualification

.1 The Owner reserves the right to reject each and every bid, reserves the right to reject each and every alternate, to waive informalities and irregularities in bidding, to accept and reject alternatives regardless of their order or sequence, unless otherwise called for on the Bid Proposal Form.

.2 The right is reserved to reject bids where an investigation of the available evidence of information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract Documents.

.3 Bona fide bids in a definite stated amount, without special clauses governing price of labor and material increases, shall be the only ones that will be considered. No contract shall be entered into carrying what is commonly known as an “Escalator Clause."

.4 Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the bidder, outside of the text or intent of the Contract Documents, will be subject to disqualification.

.5 Failure to submit the requested information with the bid shall be grounds for rejecting the bid.

.6 The Owner also reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time, who is not in a position to perform the Contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers, or employees.

.7 The ability of the bidder to obtain or qualify for a performance bond or labor and material payment bond shall not be regarded as a sole test of such bidders competence or responsibility.

.8 The bidder acknowledges the right of the Owner to reject bids and to waive informalities and irregularities in bids received. In addition, the bidder recognizes the right of the Owner to reject a bid, if the bidder failed to furnish required bid security, or to submit the data required by the bidding documents, or if the bid is incomplete or irregular.

1.16 Determination of Lowest Responsible Bid

.1 Subject to the right of the Owner to reject each and every bid, the Owner will award the Contract for the Work to the bidder submitting the lowest responsible bid. In determining which bid is the lowest responsible bid, the Owner may take into consideration not only the amount of the bid but such of the following criteria as it, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

a) The bidder's financial ability to complete the Contract successfully without resort to its Surety;

b) The bidder's prior experience with similar work on comparable or more complex projects;

c) The bidder's prior history for the successful and timely completion of projects;

d) The bidder's equipment and facilities;

e) The adequacy, in numbers and experience, of the bidders work force to complete the Contract successfully and on time;

f) The bidders prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time;

g) The bidder's compliance with federal, state, and local laws, rules, and regulations.

h) Depending upon the type of the work, other essential factors.

.2 The failure to submit requested information on a timely basis may result in the determination that the bidder is not responsible.

.3 Affidavit as to Property Taxes

a) The successful bidder will be required to submit, with the bid, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the lowest bidder's property taxes. A copy of the form of the affidavit is included in the Contract Documents.

b) Section 5719.042 of the Ohio Revised Code requires the successful bidder(s) to furnish the Project Taxing District with a statement under oath that he or his company has or does not have any delinquent personal property taxes due and payable within the county of the Project, 22.2 (ORC) Sec. 5719.042. 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 tax 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 indicates 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 days of 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.

.4 In addition to the items listed under Paragraph .1 above, the Owner will consider, in awarding Work, the number of consecutive calendar days required for completion of the Work as submitted by the Bidder.

.5 A Contract shall be considered as awarded when the bidder receives a letter of intent to enter into a Contract from an agent or officer of the Owner authorized to give such notice.

.6 A Contractor receiving an award will be required to furnish and execute the following within 10 days after the form of the Contract is presented for signature.

a) Agreement Form - AIA Document A101 - most current edition.

b) Performance Bond and Labor and Material Payment Bond (refer to Art 1.17).

c) Insurance requirements specified in Article 11 of the Supplementary General Conditions," shall be properly executed on Certificate of Insurance Form AIA G705 or other acceptable form, in duplicate.

d) Valid Workmen's Compensation Certificate

e) Within 10 days after execution of the Contract, the awarding Contractor shall provide Schedule of Values to the Architect for application of progress payment on forms provided by Architect for approval. The prices indicated shall be total erected and installed prices with overhead and profit prorated on each item.

d) The above documents may be reviewed at the offices of the Architect.

.8 Each Bidder shall submit any applicable qualifications, forms or itemized materials lists where specifically called for under certain bid packages.

1.17 Performance Bond and Labor and Material Payment Bond

.1 To satisfy the bond requirements the bidders who become the Contractors must have submitted a combination Bid Guaranty and Contract Bond as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code.

.2 The bidders who become the Contractors, who submitted as a Bid Security, a certified check, cashier's check, or letter of credit, shall be required to provide a Performance Bond and Labor and Materials Payment Bond (See Supplementary General Conditions 11.4.3 for special requirements), covering the faithful performance of the contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the contract sum. Said bonds shall remain in effect for 12 months after date established as start of one year guarantee period. Premiums shall be included and paid for by the Contractor.

a) The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

.3 The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be met if the surety currently has an A.M. Best Company Policyholders Rating of SAW or better and has or exceeds the Best Financial Size Category of Class VII.

.4 Bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the bidder. (Affix Corporate Seals to each copy.)

.5 Surety Bonding Company bonds shall be supported by credentials showing the Power of Attorney of the agent, and a certificate showing the legal right of the bonding Company to do business in the State of Ohio, and a financial statement of the Surety.

.6 The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.

.7 The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

1.18 Execution of the Contract

.1 Subsequent to the award, and within 10 days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver them to the Owner through the Architect, in such number of counterparts as the Owner may require.

.2 The failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature, or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next responsible bidder or readvertise for bids. In the event of a default, the Owner shall have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Owner shall not collect more on a defaulted bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternatives accepted.

1.19 Time of Commencement and Completion

.1 The Contractor shall commence Work within 5 days after the effective date of the Contract, or when notified in writing to proceed, and shall complete the Work within the time limitations established in the Contract Documents.

1.20 List of Major Subcontractors, Suppliers, and Manufacturers

.1 Bidders shall submit to the Architect, a listing of major subcontractors, suppliers, and manufacturers as determined by the Architect within 48 hours after bidding.

a) Bidders shall contact Architect for determination of major subcontractors, suppliers, and manufacturers.

b) Failure to contact the Architect for his list shall not relieve the Contractor from providing a list of subcontractors, suppliers, and manufacturers within the set time limit.

.2 After submission of this list by the bidder, and after approval by the Owner and Architect, it shall not be changed unless written approval of change is authorized by the Owner and Architect.

1.21 Tax Exempt

.1 The Owner is a political subdivision of the State of Ohio. Building materials that the successful bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful bidder provides a properly completed sales tax exemption certificate, executed by the successful bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

1.22 Contract Durations

.1 Each bidder and his proposed subcontractors shall have the ability to meet the Project Schedule. The final construction schedule will be issued by the Contractor. A preliminary construction schedule with substantial completion dates is issued with these Specifications and sets forth the schedule with which the Contractors are to base their bidding on. Established dates, for either material delivery and work completion, are to be met and the manpower and material required to meet these dates are to be included in the Contractor's bid. This schedule will be further refined with Contractors' input after Contracts are awarded.

1.23 Use of bid documents

.1 Bidders may secure documents for the deposit amount indicated in the Notice to Bidders.

.2 Unsuccessful bidders shall return documents in good condition to the printer within ten days after award of contracts. Failure to do so shall result in forfeiture of full deposit amount.

.3 Successful bidders shall receive sets as outlined in Supplementary General Conditions and elsewhere.

END OF SECTION ITB

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

SHP Leading Design
4805 Montgomery Road, Suite 400
Cincinnati, Ohio 45211

SHP Leading Design
82 Williams Avenue
Hamilton, OH 45015

SHP Leading Design
250 Civic Center, Suite 200
Columbus, OH 43215

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

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stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, 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 for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SUPPLEMENTARY GENERAL CONDITIONS

NOTE:
This section shall serve to supplement, modify, change and/or clarify provisions of the General Conditions (AIA Doc. No. A-201, 2007 Edition, "The General Conditions of the Contract for Construction". Where an Article of the General Conditions is not modified or a Paragraph, Subparagraph, or Clause thereof is not modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect. Where items of this section directly conflict with those of the General Conditions, the provisions of this section shall prevail.

ARTICLE 1: GENERAL PROVISIONS

1.1.3 THE WORK

1.1.3 (Add the following text to the end of the paragraph) The Contractor shall familiarize himself with the Contract Documents and complete the work intended to be described to the entire satisfaction of the Owner and Architect and shall not avail himself of any manifest error or omission should such exist. The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the work and include work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the work in accordance with applicable laws, codes and customary standards of the construction industry.

1.1.8 INITIAL DECISION MAKER – delete this entire paragraph.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 (Add) If the Drawings or Specifications conflict, the Contractor is required to provide the greater quantity or higher quality of work called for. When a duplication of material, equipment or task occurs in the Drawings or Specifications by assignment of work to separate prime contracts, each Prime contractor shall be deemed to have bid on the basis of each providing such material, equipment or task. The Architect will decide which Prime contractor shall provide the same and which Prime contract amount shall be adjusted, for not incorporating such into the project. However it is highly recommended that these discrepancies be brought to the Architect's attention prior to bidding.

1.2.5 (Add) It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

.1 Details of preparations, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of quality so as to accomplish a neat and quality finished job.

.2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.

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.3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents.

.4 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

1.6.1 (Add) The architect, at his sole discretion and without obligation, may make the graphic portion of the floor plans and reflected ceiling plans of contract documents available for use by contractors for the purpose of facilitating the coordination process in electronic format. These electronic documents remain the Architect's Instruments of Service and shall be for use solely with respect to this project, as provided in the Standard Form of Agreement Between Owner and Architect and Article 1.5 herein.

1.6.2 (Add) These electronic documents are available in .DXF or .DWG format for Autocad Release 2004. They are available through the architect's office upon request. A sample of the format will be provided by the architect upon request by the contractor, for the purpose of testing the compatibility of the format to contractor's systems.

1.6.3 (Add) The electronic documents are stripped of the Project's name and address, the Architect's and his consultant's name and address, and any professional licenses indicated on the contract documents, and all dimensions, verbiage, and statistical information. Use of these electronic documents is solely at the contractor's risk, and shall in no way alter the contractor's Contract for Construction.

1.6.4 (Add) The Architect shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including drawings and specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the architect's consultants to the Architect. The contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the contractor incurs from such defects or errors in the electronic documents. Furthermore, the contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney's fees and litigation expenses) attributed to errors or defects in data, information or documents, including drawings and specifications, resulting from the contractor's distribution of electronic documents to other contractors, persons, or entities.

ARTICLE 2: OWNER

2.2.5 (Add the following text to the end of the paragraph) The cost of contractor's reproductions shall be borne by the contactor at no additional cost to the owner.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 Delete the word "persistently" from paragraph 2.3. (Add the following text to the end of the paragraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 12.2.

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2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

(Delete the text in this paragraph and replace with the following:) If the Contractor defaults or neglects to carry out the Work, in any respect, in accordance with the Contract Documents by either (1) failing to commence to correct such default or neglect within 48 hours after written notice thereof from the Architect or the Owner, (except such period shall be 7 days if the notice is given after final payment), or (2) fails to use its best efforts to continue to correct such default or neglect to the satisfaction of the Owner and Architect, or (3) fails to fully correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, carry out the Work referenced in the written notice to the Contractor; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The time of the Owner's personnel in dealing with such default will be calculated at the rate of $50.00 per hour.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 (Add) Before ordering material or performing any Work, the Contractor shall verify all measurements at the Project site. Any difference between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and Work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site.

3.2.6 (Add) Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from approved Shop Drawings with all measurements obtained at the Project Site by the Contractor.

3.2.7 (Add) Dimensions which are lacking from the Drawings shall be obtained from the Architect. In no case will the Contractor assume that the Drawings are scaled.

3.2.8 (Add) All contractor inquiries of Owner/Architect shall be in writing and in the form of an RFI (Request for Information). RFI forms can be that of Prime Contractors standard or of a form prepared by the Architect. RFI's are to come direct from the Prime Contractor (not subcontractor or supplier) and all RFI's are to be numbered and tracked by the Prime Contractor.

3.5 WARRANTY

(Delete the text in this paragraph and replace with the following:) In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

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.1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.

.2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.

.3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.

.4 The Work and materials and equipment incorporated into the Work will be merchantable.

.5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

.6 All work performed under the terms of this contract will be guaranteed for a minimum period of one (1) year from the date of substantial completion.

.7 Partial occupancy of the premises use of the equipment shall not constitute the beginning of the guarantee period(s), unless agreed to by the Owner in writing.

3.5.1 (Add) Upon notice of the breach of the foregoing warranties or guarantees or other warranties or guarantees under the Contract Documents, the Contractor, in addition to other requirements in the Contract Documents, will commence to correct such breach and damage resulting there from within 48 hours after written notice thereof, thereafter will use its best efforts to correct such breach and damage to the satisfaction of the Owner and, except where an extension of time is granted in writing by the Owner, correct such breach and damage to the satisfaction of the Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48 hour period shall be extended to 7 days. If the Contractor fails to commence to correct such breach and damage, or correct such breach and damage as provided above, the Owner, upon written notice to the Contractor and without prejudice to its other written notice to the Contractor and without prejudice to his other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the Owner shall pay the Owner, within 10 days after the date of such notice, the owners costs and expenses incurred in connection with such correction, including without limitation the Owner's administrative and legal expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and termination of the Contract.

3.6 TAXES

3.6 (Delete the text in this paragraph and replace with the following:) Materials purchased for use or consumption with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Revised code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Tax.

3.7 PERMITS, FEES AND NOTICES AND COMPLIANCE WITH LAWS

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3.7.1 (Delete the text in this paragraph and replace with the following:) The process of reviewing and the subsequent awarding of a Building Permit can take an extended period of time, depending on a Building Department's current workload. Realizing that a delay in this process may delay the final completion date of the Work if it is not applied for until after the Contractor is awarded the Contract, SHP Leading Design may expedite the Building Permit process by submitting a general Building Permit Application with the required number of Contract Documents to the appropriate Building Department. The submittal for general Building Permit in no way alters the Contract between the Owner and the Contractor, nor does it relieve the Contractor of his or her responsibilities concerning the terms of AIA General Conditions. The Owner shall pay for the General Building Permit. The Contractor shall secure and pay for all other permits, design review fees, inspections, meter costs, licensing, taxes, and other service fees required by authorities having jurisdiction over work related to each specific contract shall be included in that specific contract (unless specifically noted otherwise in contract documents). Contractor is responsible for scheduling all inspections and must notify Architect in writing of any design modifications required by local jurisdiction. Contractor shall be responsible for all additional costs resulting out of improper notifications as it relates to Owner, Architect, or other Prime contractors.

3.7.4 Concealed or Unknown Conditions. Replace “21 days” with “7 days”.

3.9 SUPERINTENDENT

3.9.4 (Add) The Contractor’s Superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory, and to replace the Superintendent with a Superintendent who is satisfactory to the Architect and Owner. The Contractor shall be required to have a full time Superintendent on the project every day during the course of the project.

3.10 CONTRACTOR’S CONSTRUCTION SCHEDULE

3.10.4 (Add) The job progress schedule shall be in form as prescribed or approved by the Architect.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.5 (Add the following to the end of this paragraph:) Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.18 INDEMNIFICATION

3.18.1 (Delete the text in this paragraph and replace with the following:) "To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the performance of the Work, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other Contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, and claims related to the removal, handling or use of hazardous materials. The Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. The time of the Owner's personnel in dealing with such default will be calculated at the rate of $50.00 per hour."

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3.18.3 (Add) "The Contractor will be held responsible for all damage to the Work under construction during the performance and until Substantial Completion and acceptance, even though partial payments have been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding, or enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees. The Contractor covenants and agrees to pay all damages for injury to real or personal property or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his Subcontractors or their employees.

3.19 (Add) UNDERGROUND UTILITY FACILITIES

3.19.1 (Add) The Contractor, at least two (2) working days prior to commencing construction in an area which may involve underground utility facilities, shall give notice to the Owner, to the registered underground utility protection services, and the Owners of underground utility facilities shown on the Plans and Specifications. The Contractor shall alert immediately the Owner, the occupants of any premises near the Work, and the Architect as to any emergency that it may create or discover. The Contractor shall notify the Owner, the operator of the underground facility, and the Architect of any break or leak in the utility lines or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation.

3.20 (Add) LIEN WAIVERS AND NOTICES OF COMMENCEMENT

3.20.1 (Add) The Contractor will obtain from all its Subcontractors and Suppliers, regardless of tier, a lien waiver, at the time they submit for final payment for all labor, materials, equipment, and/or supplies provided for the Project, of all lien rights they have with respect to the Project in the form of the Lien Waiver included in the Contract Documents or in such other form requested by the Architect and immediately deliver a copy of the executed lien waivers to the Architect with Final Request for Payment. The Contractor will provide all Subcontractors and Suppliers a copy of its Bid Guaranty and Performance Bond/Contract Bond. By entering into an agreement to provide labor, materials, equipment and/or supplies for the Project, such Subcontractors and Suppliers agree to provide such lien waiver to the Contractor. Upon receipt of Notices of Furnishing, the Contractor will deliver copies of the Notices of Furnishing to the Owner.

ARTICLE 4: ARCHITECT

4.2.1 (Add the following text to the end of the first sentence) "…and with the Owner's concurrence, from time to time during the one-year period for correction of work described in Article 12.

4.2.10 Replace the words "an exhibit to be incorporated in the Contract Documents." with the following text: "the Owner-Architect Agreement."

ARTICLE 5: SUBCONTRACTORS

5.3.1 (Add) All subcontracts are to be in writing, and the Contractor shall be responsible to forward copies to the Owner upon request.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.2 MUTUAL RESPONSIBILITY

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6.2.3 (Delete the second sentence and replace with the following:)
Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Article 15. If such other Contractors initiate legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at its own expense, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor. The Contractor, by execution of this contract, agrees and fully understands the risks and responsibilities associated with this mutual responsibility and has bid accordingly. All costs incurred by the Owner and/or Architect resulting from contractors filing claims against the Owner for damages caused by another contractor, shall be borne by that contractor filing claim.

6.2.4 Delete the word . . . "wrongfully" . . . in this paragraph.

ARTICLE 7: CHANGES IN THE WORK

7.2.2 (Add) "Change orders shall be executed on AIA Document G701-2001. Methods used in determining adjustments to the Contract Sum shall be those listed in paragraph 7.3.3."

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.7 (Change the phrase in the first sentence) . . . "or if no such amount is set forth in the agreement, a reasonable amount." . . . to read . . . " in accordance with the schedule set forth in this paragraph 7.3.12 below."

7.3.8 (Revise the last sentence of paragraph 7.3.8 to read as follows) . . . 'When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any with respect to that change."

7.3.10 (Add the following at the end of this paragraph) "When either the Owner or the Contractor disagree with the determination made by the Architect concerning adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner set forth in Article 15."

7.3.11 (Add) "In paragraphs 7.3.3 and 7.3.7, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following formula for changes.

.1 Cost to which overhead and profit is to be applied shall be determined in accordance with paragraph 7.3.7.

.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. The Architect will prepare all Change Orders for the Owner's authorization."

7.3.12 (Add) "The cost or credit to the Owner as provided in Clause 7.3.3.3 and Clause 7.3.3.5 shall be determined in the following manner:

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.1 Labor - all field and shop labor at the base rate without fringe benefits. (The payroll to be based on straight time only.)

a). Foreman shall be included at actual time involved and at normal foreman rates.
b). Supervisor's time shall not be included, but shall be part of the Overhead (subparagraph .5).

.2 All established payroll taxes, assessments and fringe benefits. This may include FICA, Federal unemployment, local health and welfare, local pension fund, State unemployment, workers' compensation, public liability and property, and local apprentice fund.

.3 Materials:

b). Agreed-on value of materials taken from the Contract Work, either as used or unused materials.
a). The net cost of all materials purchased for this work.

.4 Actual rental charges for rented equipment.

.5 10% (percent) Overhead on items .1, .2, .3., and 4.

.6 5% (percent) profit on Items .1, .2, .3, .4, and .5.

.7 Work computed by Subcontractors shall be computed in the same manner as above.

.8 A maximum of 5 percent of Subcontractor's Work (applicable only where the Work performed by Subcontractors is supervised by the Contractor for all other costs and expenses including administrative overhead, profit, and supervision).

.9 Other reimbursable items (without overhead or profit).

a). Extra "out-of-pocket" insurance premiums.

b). Fees for extra permits, licenses, inspections, etc.

c). Premium payments for overtime work or special conditions with prior written consent of the Owner.

.10 The use of the Contractors and Subcontractor's small tools, lightweight equipment, gear, simple scaffolds, etc., shall be considered a part of the overhead cost."

7.3.13 (Add) "Contractors overhead and profit for Change Orders, on Work by his own forces, shall be limited to 10 percent overhead and 5 percent profit. Contractors overhead and profit for Change Orders for Work by Subcontractor shall be limited to 5 percent total overhead and profit. Any Subcontractor's overhead and profit for Change Orders shall be limited to 10 percent overhead and 5 percent profit."

7.3.14 (Add) “Where the Contractor bids with respect to an alternate which is not accepted at the time of the entry into the Owner-Contractor Agreement and the Owner subsequently desires to proceed with the Work described in the alternate, the amount of the Change Order for such alternate will not exceed the Contractor's bid on such alternate, except where the Architect determines an equitable adjustment is required."

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7.3.15 (Add) In order to facilitate checking of quotations for extras or credits, proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.4 (Add) If the Architect determines that the Contractor is not cooperating or coordinating its work properly with other Contractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH OTHER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE ARCHITECT, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES TO THE SATISFACTION OF THE ARCHITECT AND THE OWNER, AND (3) IF THE ARCHITECT INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, THE CONTRACTOR IMMEDIATELY WILL TAKE SUCH CORRECTIVE ACTION, including, but not limited to, increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such action will be taken and continued uninterrupted without waiting to initiate any dispute under the General and Supplementary General Conditions of the Contract for the project or the resolution of any dispute initiated thereunder.

8.2.5 (Add) The Contractor, i) will cooperate with the Architect by providing timely information for the scheduling of the times and sequence of the operations required for the Work to be substantially complete as required by the contract Documents, ii) will continuously monitor the current progress schedule so as to be fully familiar with the timing, phasing, and sequence of the operations of the Work and to the other Work on the Project, and iii) will execute the Work in accordance with the requirements of the current progress schedule.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 (Delete the text in this paragraph and replace with the following:) If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the, i) Architect or the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipatable (temperature, rain, or other precipitation within a range of twenty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions.

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The Contractor agrees not to make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted.

8.3.3 (Delete the text in this paragraph and replace with the following:) The Contractor's sole remedy in the event of a delay shall be an extension of time, and in such event, the Contractor shall not be entitled to any damages.

8.4 (Add) COMPLETION OF WORK AND LIQUIDATED DAMAGES

8.4.1 (Add) Damages for Delays for Substantial Completion and for Project Closeout shall be in accordance with Article 8 and the following provisions: (The length of time for each is noted in the Form of Proposal).

8.4.2 (Add) Substantial Completion: If the Contractor shall neglect, fail, or refuse to achieve substantial completion as herein specified, or fail to secure an extension of time for delays from the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of the Contract, to pay the Owner the amount specified in the Form of Proposal, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Contract and form of proposal for completing the work.

8.4.3 (Add) Project Closeout: Inasmuch as failure to complete project closeout within the time fixed in the certificate of substantial completion (45 calendar days maximum) will result in substantial injury to the Owner, and as damages arising from such failure, cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not fully and finally completed according to the requirements issued in the Certificate of Substantial Completion including all listed work (punchlist) attached to the Certificate and including all project closeout documents listed in the specifications (Project Manual), the contractor shall pay to the Owner the amount specified in the Form of Proposal, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter shall be in default after the time stipulated in the Contract and form of proposal for completing project closeout.

8.4.4 (Add) These project closeout liquidated damages shall be paid in addition to any other liquidated damages, penalties, excess expenses or costs payable by the Contractor to the Owner under the provisions of the General Conditions, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Documents except for Contractors delay. This provision of liquidated damages for project closeout delay shall in no manner affect the Owner's right to terminate the contract as provided in the General Conditions or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amounts set forth in the Form of Proposal.

8.4.5 (Add) It is further agreed that the Owner may deduct from the balance retained by the Owner, under the provisions above, all liquidated damages stipulated herein for delay or termination, as the case may be, or such portions thereof as the said retained balance will cover.

8.4.6 (Add) The said amount is fixed and agreed upon by and between the Contractor and the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted from any payment due or to become due to the Contractor.

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ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

(Add the following to the end of this paragraph) Progress payments and retainage provisions shall be in accordance with the provisions of the Ohio Revised Code pertaining to this matter. The form of the Contractors' Applications for Payment shall be as approved by the Owner.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 (Delete the text in this paragraph and replace with the following) "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payment falls due, the Contractor shall submit to the architect, in triplicate, an itemized Application for Payment, notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require. The form of Application for Payment shall be AIA Document G702 (1992) - Application and Certification for Payment, supported by AIA Document G703 (1992) - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet (G703) shall be prepared the same as in the Schedule of Values submitted by the Contractor. Provided the Contractor's payment application has been submitted on a timely basis and is complete, the Owner will pay the Contractor within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be entitled to payment to the extent such approval is given. Payment and retainage shall be as described in the Owner-Contractor Agreement. Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders."

9.3.1.1 (Delete the text in this paragraph, and replace with the following) "Upon request, the Contractor shall submit with each monthly Application for Payment, 1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver or such other form as the Architect may require.

9.3.1.2 (Delete the text in this paragraph, and replace with the following) Upon request, the Contractor immediately will supply the Architect with such information as may be requested so as to verify the amounts due the Contractor including, but not limited to, original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them."

9.3.2 (Add the following to the end of this paragraph) Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

.1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.

.2 Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.

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.3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.

.4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.

.5 Evidence that the Architect has visited the Contractor's place of storage and checked all items on the Contractor's certificate. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.

.6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.

.7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.

Subsequent Pay Requests shall itemize the materials and their cost which were approved on previous Pay Requests and remain in off-site storage.

.8 Contractors application for payment shall reflect an equal percentage amount (within 2 - 3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.

.9 If the Contractor disputes a determination by Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work.

9.8 SUBSTANTIAL COMPLETION

9.8.1 After the words "Contract Documents", insert the following: ...."and when all required occupancy permits, if any, have been issued".....

9.8.3 (Add the following at the end of this paragraph) At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 14 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion Inspection. The Architect will invoice the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 14 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."

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9.8.4(Add the following at the end of this paragraph) The Architect shall stipulate the time for the contractor to complete all items on the list accompanying the Certificate of Substantial Completion, such time shall not be greater than 45 days. The Contractor shall complete items on the list within the stipulated period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense. In addition, liquidated damages shall accrue as stipulated in Paragraphs 8.4.1 through 8.4.6.

9.8.6 (Add) The Contractor shall guarantee all work performed under terms of this contract for a minimum period of one (1) year from the date of substantial completion of the work.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2 (Add the following at the end of this paragraph) "The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

.1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 - Contractor's Affidavit of Payment of Debt and Claims.

.2 Release of liens as required under this Paragraph shall be in the form of AIA Document G706A - Contractor's Affidavit of Release of Liens.

.3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 - Consent of Surety Company to Final Payment.

.4 Submit releases and final unconditional waivers of lien from major subcontractor and supplier.

.5 Submit certification stating that no materials containing asbestos were incorporated into the Work."

.6 Submit certification that all punch list items have been completed."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 (Add the following after Paragraph 10.2.1, subparagraph .3):

.4 Protect excavations, trenches, buildings, and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the Contract. Construct and maintain necessary temporary drainage to keep excavations free of water.

.5 Provide protection for the Work against wind, storms, cold, or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify the Architect.

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.6 Provide shoring and bracing required for safety and for the proper execution of the Work and have same removed when the Work is completed.

.7 Protect, maintain, and restore benchmarks, monuments, and other reference points affected by this work. If benchmarks, monuments, or other reference points are displaced or destroyed, the benchmarks, monuments, and/or reference points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

10.2.9 (Add) "The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor will take no action which would jeopardize the safety of the Owner's students, employees, or guests and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities."

10.2.10 (Add) "The structure is designed to be self-supporting and stable after the Work is fully completed. Except as otherwise provided in 4.3.1 with respect to certain sequencing, it is solely the Contractor's responsibility to determine erection procedures and sequence, and to insure the safety of the building and its component parts during erection. This includes, but is not limited to, the addition of whatever temporary bracing, guys, or tie-downs might be necessary. Such material shall be removed and remain the Contractor's property after completion of the Work."

10.2.11 (Add) Asbestos products of any kind are not allowed in this project.

10.5 (Add) PROJECT SAFETY PROGRAM

10.5.1 (Add) Each Contractor will develop a written safety and health plan for the Project ("Plan"), applicable to all Contractors and their Subcontractors and Suppliers, regardless of tier, and will designate an individual on its staff, who will have responsibility to implement the Plan ("Project Safety Coordinator"). Such implementation will include inspections of the Project Site at least once each week during major construction activity, and notification of employers of hazardous conditions and noncompliance with the Plan. The Plan will conform to all OSHA statutory or regulatory requirements now or hereafter in effect. Each Contractor will provide a copy of the Plan to the Architect for reference.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 After the word "companies" in Line 2, add the following Phrase). . . "Rated A++, A+, A, or A- by Best Insurance Reports and ". . .

11.1.1 (Add the following after Paragraph 11.1.1, subparagraph .8):

.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises' Operations (including X, C, and U coverages as applicable)
2. Owner's and Contractor's Protective
3. Products an Completed Operations
4. Contractual - including specific provisions for the Contractor's obligations under Paragraph 3.18
5. Any owned, non-owned, and hired motor vehicles
6. Broad Form Property Damage including Completed Operations

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7. Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted
8. Stopgap liability for $100,000.00 limit.
9. Umbrella Excess Liability. Minimum limit of $2,000,000.00, except that if the initial Contract Sum is $300,000 or less, the Contractor does not have to provide umbrella excess liability coverage.
10. An endorsement (G2010) including the Owner as an additional insured.

.10 The Contractor's Commercial Liability Insurance shall be written on an occurrence basis, if reasonable available. However, if the general liability coverages are provided by a Commercial Liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two years after the termination date of coverages required to be maintained after final payment, certified in accordance with paragraph 9.10.2.

.11 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.1.2 (Revise the first sentence to read) "The insurance required by paragraph 11.1.1 shall be written for not less than the following, or as required by law, whichever is greater."

.1 Workers' Compensation:

a. State: Statutory
b. Applicable Federal (e.g., Longshoremen's): Statutory
c. Employer's Liability: Statutory

.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of $1,000,000.00.

.3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits.

Bodily injury (including death) and property damage with a combined single limit of $1,000,000.00.

The Contractor shall maintain the foregoing coverage for not less than the duration of the warranty period. The foregoing policy limits may be provided in conjunction with an umbrella policy. The contractor shall continue to provide evidence of coverage to the owner on an annual basis during the aforementioned period.

11.1.3 (Delete the first and second sentence and replace with the following) "The Contractor shall submit to the Architect a copy of Certificate of Insurance for their review and the Owner's approval prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. The form of certificate preferred is AIA Document G705, Certificate of Insurance of Accord Form 25 S. Certificates shall include each and every type of coverage specified.

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Such certificates shall name the Owner, the Architect, their respective board members, employees, agents, and consultants (and their consultants employees and agents) as additional insureds, and shall contain the following statement: It is hereby agreed that the Owner and the Architect will be notified 60 days prior to the cancellation of, expiration of, material alteration of, and/or the election not to renew any insurance policy evidenced by this certificate.

11.1.4 After the word “Architect” insert the following: “, their respective board members, employees, agents”

11.1.5 (Add) "The Contractor shall require all Subcontractors to provide Workers' Compensation, Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."

11.1.6 (Add) "The Contractor shall not commence work under the Contract until he has obtained all insurance required under this heading and such insurance has been approved by the Owner; no such work shall be commenced until the Contractor has filed with the Architect 2 copies of the necessary certificates evidencing that all required insurance in the requisite amounts, placed with satisfactory carriers, has been obtained. should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration date and certificates again filed with the Architect. Failure to renew and file new certificates with the Architect shall be just cause to withhold periodic payment request until these requirements are met. All insurance shall be maintained in full force and effect until the Contract has been fully and completely performed."

11.3 PROPERTY INSURANCE

11.3.1 (Delete the text in this paragraph and replace with the following:) "The Owner shall maintain property insurance on the new building. The Owner also shall maintain "Builder's Risk" insurance, in an amount of 100 percent of the insurable value of the entire structure, on which the Work of this Contract is to be done, against "loss or damage" (as set out in uniform Form #61 S-BR or its equivalent). Such insurance shall be on the "estimated completed value form" including items of labor and materials connected therewith, including materials in place of stored on the site of the structure insured, which are to be used as part of the permanent construction including surplus materials, shanties, protective fences, or temporary structure, miscellaneous materials and supplies, incident to the work and such scaffolding, staging, towers, forms, and equipment as are now owned or rented by the Contractor, the cost of which is included in the cost of the Work. The policy shall insure the Owners and shall also include the interest of the Contractors during course of construction until completed and accepted by the Owners. Certificates for this insurance shall name the Architect as additionally insured."

11.3.1.1 (Delete the text in this paragraph and replace with the following:) "The property insurance purchased by the Owner shall be in the form and provide such coverage as selected by the Owner. The Owner will make the policy available for inspection and copying by the Contractor. This insurance is not intended and will not cover machinery, tools, and equipment which will not be a permanent part of the project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment. Any loss insured under Paragraph 11.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Owner, as trustee, will have the power to adjust and settle any loss with its insurers."

11.3.1.3 (Delete the text in this paragraph and replace with the following:) "The all-risk policy shall carry a deductible up to a maximum of $1,000.00 and the deductible shall be paid for by the Contractor.

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11.3.9 (Delete the following in the third sentence). . . "or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.9."

11.3.11 (Add) "Said certificates shall name the following as additionally insured:

.1 Owner and Owner's members and employees in their individual capacities as such.
.2 Architect, its employees, its consultants, and their employees.

11.3.12 (Add) "Any loss insured under Paragraph 11.3 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Owner, as trustee, will have the power to adjust and settle any loss with its insurers."

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.3 (Add) All performance bonds shall name the Owner as Obligee and shall include the following conditions:

.1 Each selected Bidder shall provide a bond covering the faithful performance of the Contract. Bond shall be in the amount of 100% of the Principal's bid plus accepted add alternates stated in dollars and cents. A percentage is NOT acceptable.

.2 For bidders who provided the Bid Guaranty and Contract Bond with their bid, their form of bond shall be the Bid Guaranty and Contract Bond as described in the Instructions to Bidders. (Bid Guaranty and Contract Bond Form is attached).

.3 Bidders who provided a certified check, cashier's check, or irrevocable letter of credit as bid security shall furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57. The Owner shall be named as Obligee on the Contract Bond.

.4 Contract Bond shall be supported by credentials showing the power of attorney for the attorney-in-fact of the Surety.

.5 The Bid Guaranty and Contract Bond and, if used, the Contract Bond, shall be signed by an authorized agent of an acceptable surety bonding company and by the bidder. The bond shall be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. Provide certification as described in the Instructions to Bidders. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves , and soundness of investments.

.6 Bond(s) shall be executed on a form specifically meeting all provisions of the Ohio Revised Code Section 153.57 and others as applicable. Said conformance shall be specifically noted clearly on face of the bond.

.7 Furnish along with the Bond a Certificate of Compliance from the State of Ohio Superintendent of Insurance certifying that the surety is authorized to transact business in the State of Ohio.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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12.2.1.1 (Delete the text in this paragraph and replace with the following:) "Within 48 hours after written notice from the Architect, or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does not conform to the Contract Documents, or immediately upon oral notice, if the non-conformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, i) shall commence to correct such non-conformance, ii) shall thereafter use its best efforts to correct such non-conformance to the satisfaction of the Architect and the Owner, and iii) except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the non-conformance is eliminated to the satisfaction of the Architect, and the Owner within 7 days of such notice. The Contractor shall bear all costs of correcting the non-conformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this paragraph 12.2.1 may be given at any time. It is the intent that the obligations under this paragraph 12.2.1 shall continue to apply after final completion and final payment."

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Delete this paragraph in its entirety.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.2 (Add) "Jurisdiction. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court, Hamilton, Ohio, and each party hereby expressly consents to the jurisdiction of such court."

13.5 TESTS AND INSPECTIONS

13.5.4 (Delete the text in this paragraph and replace with the following:) "Certificates of inspection, testing, or approval, as required by Paragraphs 13.5.1 or 13.5.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect, , and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.6 (delete) INTEREST
Delete this Paragraph in its entirety. References to Paragraph 13.6 elsewhere in the Contract Documents shall also be deleted.

13.7 TIME LIMITS ON CLAIMS
Delete the words ", but in any case not more than 10 years" from this paragraph 13.7.

13.8 (add) CONSTRUCTION

13.8.1 (add) The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntary entered into this Agreement.

13.9 (add) APPROVALS

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13.9.1 (add) Except as may be expressly provided herein, the approvals and determinations of the Owner, or Architect will be subject to the sole discretion of the respective person and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor will have the burden of proving that it was not made in good faith by a preponderance of the evidence.

13.10 (add) PARTIAL INVALIDITY

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

13.12 (add) PROPERTY TAX AFFIDAVIT

13.12.1 (add) The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

13.13 (add) ENTIRE AGREEMENT

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

13.14 (add) SCHOOL DISTRICT RESOLUTION

13.14.1 (add) No alcohol, drugs, firearms or smoking is permitted on property owned by the School District. Compliance with all Owner policies covering these items is mandatory.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

(Delete the entire contents of this Article (14.1 through 14.4) and replace with the following:)

14.1 (add) DEFAULT OF THE CONTRACTOR

14.1.1 (add) Events of Default; each of the following constitutes an event of default of the Contractor:

.1 The failure of the Contractor, i) to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, iii) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.

.2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor.

14.1.2 (add) Owner's Remedies; upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:

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.1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;

.2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Price;

.3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;

.4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

14.1.3 (add) Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expensive of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be the final determination of the amount owed, except for sums coming due thereafter. The obligations under this paragraph will survive the termination of this Agreement.

14.2 (add) DEFAULT OF THE OWNER

14.2.1 (add) Events of Default; except of the failure to pay the Contractor which will be subject to the terms of the General Conditions and Supplementary Conditions of the Contract, the following constitutes the exclusive event of default of the Owner:

.1 The failure of the Owner to perform its obligations under the Contract Documents and to correct such failure within 90 days after written notice thereof from the Contractor.

14.2.2 (add) Contractor's Remedies; upon the occurrence of an event of default by the Owner, unless the Owner admits in writing that it is in default, except as expressly provided in the General Conditions or the Supplementary Conditions of the Contract, the Contractor's sole and exclusive remedy will be to submit the dispute to the Architect for its decision under Article 4.4 of the General and Supplementary Conditions of the Contract for the Project, and then provided the Contractor is entitled to do so under the terms of the Contract Documents to litigate the dispute. If the Owner admits in writing that it is in default, then the Contractor will be entitled to remedies which it would otherwise have at law or in equity.

14.3 (add) TERMINATION FOR THE CONVENIENCE OF THE OWNER

14.3.1 (add) The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner's convenience.

14.3.2 (add) Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner's convenience, the Contractor will i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, ii) take reasonable and necessary action to protect and preserve the Work, and iii) unless otherwise directed by the Owner, terminate agreements with Subcontractors and suppliers.

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14.3.3 (add) If the Contract is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in Paragraph 14.1 of these Supplementary Conditions, the Owner will pay the Contractor, i) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under paragraph 7.3.3, iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under paragraph 7.3.3, iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and other costs incurred by the Contractor directly as a result of the termination of the Contract.

14.3.4 (add) If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in Paragraph 14.2 of these Supplementary Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under Paragraph 14.2.

14.3.5 (add) The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination.

15.1.3 CONTINUING CONTRACT PERFORMANCE
In the last sentence, delete the phrase “the decisions of the Initial Decision Maker.” And replace with the words “the contract documents.”

15.1.5 CLAIMS FOR ADDITIONAL TIME

15.1.5.1 (Delete the text in this paragraph and replace with the following:) If claims for additional time are submitted by the Contractor and are substantiated as per contract requirements, a change order extending contract time only will be issued by the Architect. However, under no circumstances will the Contractor be entitled to any damages or additional compensation related to or for contract time extensions or delays.

15.1.5.2 (Delete the text in this paragraph and replace with the following:) Claims for additional time based on adverse weather conditions will be considered only if the contractor provides evidence that monthly precipitation and temperature averages vary significantly from those of the norm. The norm shall be defined as those monthly precipitation and temperature averages indicated by the National Oceanic and Atmospheric Administration averaged over the past 30 years, at the location closest to the site. Weather conditions will be considered for all months affecting the critical path, and determined once the critical path is no longer affected by weather conditions. Both, months with conditions better than the norm, and those with adverse conditions will be considered in summation of the delay. Notifications of delay to be in accord with related articles of General Conditions.

15.2.5 In the last sentence, delete the phrase “mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.” with the word “litigation”.

15.2.6 Delete this paragraph in its entirety.

15.2.6.1 Delete this paragraph in its entirety.

15.3 MEDIATION
Delete Paragraph 15.3 in its entirety. Mediation is not applicable to this Project.

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15.4 ARBITRATION

Delete Paragraph 15.4 in its entirety. Arbitration is not applicable to this Project.

ARTICLE 16: (add) EQUAL OPPORTUNITY

16.1 (add) POLICIES OF EMPLOYMENT

16.1.1 (add) The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination .

16.1.2 (add) The Contractor shall not, and it will ensure that its Subcontractors, regardless of tier, shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

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BID PROPOSAL FORM

FOR

Cameron Park Elementary School Demolition

626 Waycross Road, Cincinnati, OH 45240

for the

Winton Woods City School District

1215 West Kemper Road, Cincinnati, OH 45240

SHP Comm. No. 2010022.01
July 2010

BID PACKAGE(S): _____

SUBMITTED BY: _____
(CONTRACTOR)

SUBMITTED NO LATER THAN

3:00 PM - LOCAL TIME
Wednesday
August 18, 2010

AT THE OFFICE OF:

Tom Golinar, Treasurer
Board of Education
Winton Woods City School District
1215 West Kemper Road
Cincinnati, OH 45240

PREPARED BY:

SHP
LEADING DESIGN

4805 Montgomery Road, Suite 400
Cincinnati, OH 45212
(513) 381-2112

PART A - GENERAL NOTES

The attention of the bidder is called to Notice to Bidders / Instructions to Bidders / Standard Form of Agreement Between Owner and Contractor / General Conditions / Supplementary General Conditions for specific items relating to the execution of the Proposal Form. In submitting this proposal, the bidder represents that they have carefully reviewed and understands these documents and agrees to the conditions of these documents. Non-compliance with any of the provisions of these documents may constitute sufficient cause for rejection of a bid.

Execute duplicate Proposal Form in original for each bid submitted.

Attach Bid Security to first Proposal Form.

Do not alter the wording of this form.

Bidders may attach typewritten sheet (s) providing any additional information, substitutions, or "voluntary alternates" for the Owner's consideration - see Instructions to Bidders for requirements

Submit completed Proposal Form along with all other required information in a sealed envelope plainly identified as to items being bid and name of bidder.

The Owner reserves the right to award separate contracts for each individual item bid or to award combination bids as provided for in this form.

PART B - RECEIPT OF ADDENDA

The following addenda have been received and taken into account in preparation of this bid:

Addenda No.: _____

Addenda No.: _____

Addenda No.: _____

PART C - PROPOSAL

We, the undersigned bidder have fully examined the contract documents entitled "**Cameron Park Elementary School Demolition**", as prepared by **SHP Leading Design** do hereby propose to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the amounts as follows:

ITEM 1 Demolition Contract - BASE BID

Provide work related to demolition, earthwork and lawns as defined in these bid documents.

TOTAL for the sum of _____

_____ (Dollars) $ _____

ITEM 2 Abatement Contract - BASE BID

Provide work defined in the Asbestos Abatement/Renovation Specifications for Cameron Park Elementary School.

TOTAL for the sum of _____

_____ (Dollars) $ _____

ITEM 2.1 Abatement Contract – Unit Costs

2.1.A: Cementitious fitting insulation - (Dollars) $_____per fitting

2.1.B: Fluorescent lights - (Dollars) $_____per bulb

2.1.C: PCB – containing light ballast - (Dollars) $_____per ballast

ITEM 3 Combination Bid - BASE BID

Combination bid of Item 1 Demolition Contract – Base Bid and Item 2 Abatement Contract – Base Bid (break out components below of Item 3).

Item 1 subtotal for the sum of _____

_____ (Dollars) $ _____

Item 2 subtotal for the sum of _____

_____ (Dollars) $ _____

TOTAL for the sum of _____

_____ (Dollars) $ _____

VOLUNTARY SUBSTITUTION SHEETS

Attached are_____sheets indicating Voluntary Alternates or Substitutions per the requirements of the Instructions to Bidders (State "NONE" if none are utilized)

See Supplementary General Conditions for further provisions.

OUTLINE SCHEDULE

August 23, 2010: Board of Education approves award.
August 24, 2010: Contractor(s) notified of intent.
September 7, 2010: Abatement begins – electric service provided by owner and maintained to building.
October 5, 2010: All abatement completed; building cleared for structural demolition to begin.
October 6, 2010: Structural Demolition to begin with construction fence securing hazardous areas.
Demolition contractor to provide brick pile outside construction fence for community salvage.
December 3, 2010: All demolition work completed. Topsoil, seed and straw in place.

TIME OF COMPLETION

It is **understood** and **agreed** that the work embodied in this contract shall be substantially completed per definition of the AIA General Conditions by **December 3, 2010 based on the outline dates in the preceding schedule.**

The cost of $100 per day will be accumulated and assessed to all prime contractors (unless specifically released in writing by the architect or an extension of time is approved by the architect) after this date until substantial completion is achieved, as determined by the architect.

SUBSTITUTION SHEETS

Attached are ___ sheets indicating Substitutions per the requirements of the Instructions to Bidders (State "NONE" if none are utilized)

See Supplementary General Conditions for further provisions.

BIDDER'S CERTIFICATION

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

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
2. The bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the bidder's Work.
5. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
6. Bidder certifies that the upon the award of a contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder.

INFORMATION ABOUT BIDDER

Each bid shall contain the name of every person interested therein. If the bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the bidder, as applicable, shall print or type the legal name of the bidder on the line provided and **sign the Bid Form**. If the bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

Name of Business _____

Name of President _____

Name (s) of Owner (If not Corporation)

_____

_____

Main Office Address _____

_____

Main Office Telephone Number _____

Authorized Signature & Title _____

_____

Print name: _____

Telephone Number: (_____) _____

Facsimile Number: (_____) _____

Where Incorporated: _____

Federal ID Number: _____

Contact person for
Contract processing: _____

AFFIDAVIT IN COMPLIANCE WITH OHIO REVISED CODE
SECTION 5719.042 RELATING TO DELINQUENT PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF _____

I / WE _____

after being duly sworn, do hereby submit this Affidavit to the_____

_____

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

_____

for the following project:

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

_____
NAME

Sworn to and subscribed before me this _____ day of _____ , 20**10**.

_____
Notary Public

NONCOLLUSION AFFIDAVIT

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

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

a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any competitor;

c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;

d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

e) The attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporation bidder.

_____
Individual

_____
Corporation

Date: _____ By: _____

This Noncollusion Affidavit must be submitted with this proposal form

BID GUARANTY AND
CONTRACT PERFORMANCE AND PAYMENT BOND
(O.R.C. § 153.571)

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

_____ ("Contractor") as principal and

_____ as sureties are hereby held and

firmly bound unto the Board of Education of **Winton Woods City School District, Hamilton County**, Ohio, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the

obligee on _____, 20**10**, to undertake the project known as:

"**Cameron Park Elementary School Demolition**" ("Project")

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of

_____Dollars ($_____).

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20**10**.

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

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

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material

therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The said surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.02 of the Ohio Revised Code.

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

_____
(PRINCIPAL) (Seal)

By: _____

Printed Name & Title: _____

_____
(SURETY) (Seal)

By: _____

Printed Name & Title: _____

_____
NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

SUBSTITUTION REQUEST FORM

Project: _____

SHP Project Number: _____

We hereby request the following be considered as an acceptable product/material/manufacturer for the above referenced project.

Section No.	Specified Item/Manufacturer(s)	Proposed Substitution
_____	_____	_____

It is understood and expressly agreed that the submitter has investigated the potential effects of the use of said substitutions, and accepts full responsibility for the following, relative to the use of the substituted item(s):

Effects on other construction;
Fitness for the use intended;
Equivalency to that specified;
Acceptability by authorities having jurisdiction;
Safety when used as indicated.

State below the ways in which the proposed substitution materially differs from the specified item or from specification requirements, including, but not limited to the following: Construction, material, function, finish, installation, options, and warranty:

_____

_____

Include with this form, all information necessary for the Architect to properly evaluate the requested substitution. The Architect will not be responsible for delays caused by lack of information. Extension of the Bid Date in such instances will not be considered.

Submitted by:

_____
Company

_____
Address

_____

_____
Phone Fax

_____
E-mail

_____
Signature

SHP ACTION:

☐ Approved ☐ Rejected By: _____ Date: _____

SECTION 01011 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Project consists of **Cameron Park Elementary School Demolition**

1. Project Location: 636 Waycross Road, Cincinnati, OH 45240

2. Owner: **Winton Woods City School District, 1215 West Kemper Road, Cincinnati, OH 45240**

B. Identification: The Contract Documents, dated **July 2010**

C. The Work consists of **building demolition and site restoration** as indicated in the Project Manual. **The work includes building demolition, earthwork backfill and establishment of lawn grass. The abatement work is also defined in the Asbestos Abatement/Renovation Specifications included in this project manual; SHP Leading Design is in no way responsible for these specifications or any hazardous material abatement; m.a.c. Paran Consulting & George Beaudion are solely responsible for the content of the abatement specifications and process of abatement.**

D. **The original construction documents may be available for viewing at the prebid meeting and are provided for contractor reference only. The Owner and Architect assume no responsibility for the accuracy of these drawings; the contractor shall verify and accept all existing conditions prior to bidding.**

E. **The Demolition Contractor will schedule and coordinate with the Asbestos Abatement Contractor.**

1.3 CONTRACT

A. Project will be constructed under two prime contracts, with the option of a combination bid. The first prime contract is for Abatement and is defined in the Asbestos Abatement/Renovation Specifications for Cameron Park Elementary School as prepared by George S. Beaudion, dated July 2010 (included in this project manual). The second prime contract is for Demolition and related site work and is defined by the Cameron Park Elementary Demolition Site Plan and all sections of the project manual excluding the Asbestos Abatement/Renovation Specification.

1.4 WORK SEQUENCE

A. The Owner will salvage items from the school prior to work beginning by the Demolition Contractor and arrange for the shutoff of all utilities serving the site. The Asbestos Abatement Contractor will complete all abatement work prior to the start of demolition.

1.5 USE OF PREMISES

A. General: The Contractors shall have full use of premises for construction operations, during construction period.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.7 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01011

SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by the Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within 10 business days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Construction Manager will issue a Change Order for signatures of Owner, Architect and Contractor on AIA Document G701

GENERAL PROCEDURES FOR CHANGES IN CONTRACT SUM

Submission of estimates for changes in Work to be itemized showing labor and material amounts and presented in a form to permit ready analysis and evaluation by the Architect. For time and material work, provide daily reports showing all labor expended and/or all material delivered.

No overhead or profit will be permitted on premium time.

Overhead and profit percentages to apply to net differences in amounts for additions and deductions where both are included in the same Change Order.

Round off total amount of all quotations to nearest whole dollar.

DEFINITIONS

“NET ACTUAL COST”

LABOR

Wages of labor and skilled crafts, including foreman, engaged in work and directly on Contractor’s payroll
Fringe benefits established by Wage Rates and governing trade organizations.

MATERIAL

Net cost of construction materials and supplies delivered to fabricator’s place of business; including applicable taxes, trade or cash discounts.
Net cost of equipment rentals, special services, permits, and similar items

“OVERHEAD AND PROFIT”

Overhead and profit are considered as a SINGLE ITEM. Percentages indicated herein are to be applied to “Net Actual Cost” ONE TIME ONLY.

Additional bond premium, if applicable, to be applied to “Net Actual Cost” plus stipulated percentages for overhead and profit.

Overhead percentages to include the following overhead costs:

Supervision, administrative and clerical expenses.
Small tools, appliances, and similar items including expense of maintaining same.

Any taxes and expenses required to be paid by Contractor, but not included under aforementioned “Net Actual Costs”.

Profit percentages to include all profit.

FORMULA FOR CHANGES IN CONTRACT SUM

The following procedures apply to Work added to or deducted from original Agreement.

LUMP SUM COSTS: Predetermined lump sum additions to or deductions from original Agreement to be based on estimated “Net Actual Cost”, plus the following percentages for overhead and profit:

	Labor	Material	Subcontractor Work
a. ADDITIONS:	5%	5%	5%
b. DEDUCTIONS:	5%	5%	5%

TIME AND MATERIAL COSTS: Additional Work to original Agreement authorized by Owner to be performed on a time and material basis is to be based on “Net Actual Costs” plus the following percentages for overhead and profit:

	Labor	Material	Subcontractor Work
a. ADDITIONS:	5%	5%	5%

UNIT COSTS: Additional Work to original Agreement authorized by Owner to be performed on a unit cost basis as agreed to at time of contract award shall be performed for the agreed upon unit cost without any additional percentages for overhead and profit or other, “add-on” costs.

CHANGE PROPOSAL COST SUMMARY FORM

The Change Order Summary Form at the end of this section shall be completed and submitted with each Change Order request.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 01290 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.

2. Submit the Schedule of Values to Architect at earliest possible date but no later than 10 business days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.

d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation** as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt by agreed upon monthly submittal date. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each application with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

    a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Products list.
4. Schedule of unit prices. (if applicable)
5. Submittals Schedule
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
9. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility**,** except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:

    a. Specification Section number and title.
    b. Generic name used in the Contract Documents.
    c. Proprietary name, model number, and similar designations.
    d. Manufacturer's name and address.
    e. Supplier's name and address.
    f. Installer's name and address.
    g. Projected delivery date or time span of delivery period.
    h. Identification of items that require early submittal approval for scheduled delivery date.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use Contractor-Initiated Proposal request form**.**
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

    a. Statement indicating why specified material or product cannot be provided.
    b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    e. Samples, where applicable or requested.
    f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
    j. Cost information, including a proposal of change, if any, in the Contract Sum.
    k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within [10] business days of receipt of request, or of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.
b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products to allow for inspection and measurement of quantity or counting of units.
6. Store materials in a manner that will not endanger Project structure.
7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
9. Protect stored products from damage.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. **Manufacturer's disclaimers and limitations**

on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Refer to Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
3. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

4 Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements.

Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

5. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Product[s]" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

    a. Substitutions may be considered, unless otherwise indicated.

6. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.

    a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

7. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

    a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Requests for substitution received after bidding may be considered or rejected at discretion of Architect. (see Instruction to Bidders)

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.

6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
3. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
4. Evidence that proposed product provides specified warranty.
5. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
6. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 01770 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

2. Project Record Documents.
5. Instruction of Owner's personnel.
6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
5. Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit 3 copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

1.6 PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.

1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.

2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
3. Mark important additional information that was either shown schematically or omitted from original Drawings.
4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.

5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, where applicable.

E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.2 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Final Cleaning

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

SECTION 02221 - BUILDING DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions **(no drawings included)** of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of buildings and structures.
2. Demolition and removal of site improvements adjacent to a building or structure to be demolished.
3. **Demolition and removal of all** below-grade construction.
4. Disconnecting, capping or sealing, and **abandoning in place** site utilities.

B. Related Sections include the following:

1. Division 1 Section "Summary" for use of the premises and phasing requirements.
2. Division 1 Section "Temporary Facilities and Controls" for temporary construction, protection facilities, and environmental-protection measures for building demolition operations.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner **ready for reuse**.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be encountered during building demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1. It is the Owner’s intent to remove all items of value by the Owner’s own forces prior to the Demolition Contractor mobilizing at the site.

1.5 SUBMITTALS

A. Qualification Data: For **demolition firm**.

B. Proposed **Dust-Control and Noise-Control** Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
2. Coordination for shutoff and capping of utility services.

D. Predemolition **Photographs or Videotape**: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations. Submit before Work begins.

E. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1.

1.7 PROJECT CONDITIONS

A. Buildings to be demolished will be vacated and their use discontinued before start of Work.

B. Owner assumes no responsibility for buildings and structures to be demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
2. **Before building demolition, Owner may remove any and all items including the boilers, kitchen equipment, etc. Items not removed by the Owner, or identified during the demolition process as an item in need of salvage, shall become the responsibility of the Demolition Contractor to remove from the site and properly dispose.**

C. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous materials will be removed by the **Abatement Contractor to the extent specified** before start of the Work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Storage or sale of removed items or materials on-site is not permitted

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 2 Section "Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

B. Review Partial Original Construction Documents of existing construction provided by **Owner and may be available for viewing at the prebid meeting**. Owner does not guarantee that existing conditions are the same as those indicated in Documents.

C. **Perform** an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

A. Refrigerant: Remove and store refrigerant according to 40 CFR 82 and regulations of authorities having jurisdiction.

B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
1. Arrange to shut off indicated utilities with utility companies.
2. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit.

C. Removed and Salvaged Items: Comply with the following:

1. Clean salvaged items of dirt and demolition debris.

2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area **off-site**.
5. Protect items from damage during transport and storage.

3.3 PROTECTION

A. **Cameron Park** Existing Facilities: **Protect public utilities and sidewalks, asphalt and concrete, existing trees on-site which are 6" in diameter and all off-site trees. The Demolition Contractor shall be responsible for the removal of all construction as indicated on the drawings. Regrade as indicated and finish with available, on-site topsoil. Seed and Straw all disturbed areas.**

B. Temporary Protection: Erect temporary protection, such as fences where required by authorities having jurisdiction and as required to protect the public. Comply with requirements in Division 1 Section "Temporary Facilities and Controls."

1. Protect existing site improvements, appurtenances, and landscaping to remain.
2. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
3. Provide temporary barricades to ensure the safety of the public.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

3.4 DEMOLITION, GENERAL

A. General: Demolish existing **building and structure and site improvements** completely. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain **fire watch and** portable fire-suppression devices during flame-cutting operations.
2. Maintain adequate ventilation when using cutting torches.
3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

B. Engineering Surveys: Perform surveys as the Work progresses to detect hazards that may result from building demolition activities.

C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the **City of Forest Park** and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

3.5 MECHANICAL DEMOLITION

A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

B. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.

C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove **ALL** below-grade construction, including basements, foundation walls, and footings.

D. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet (1.5 m) outside of footprint or the existing structure; **demolish utility structures beyond 5 feet as indicated on the drawings**. Abandon utilities outside this area.

1. Fill abandoned utility structures with **satisfactory soil materials** according to backfill requirements in Division 2 Section "Earthwork."

2. Disconnect and terminate all utilities including gas, water, electric, sanitary sewer, storm sewer, telephone, cable TV at the location and manner approved/directed by the corresponding authority.

3.6 EXPLOSIVE DEMOLITION

A. Explosives: Use of explosives is not permitted.

3.7 SITE RESTORATION

A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with **satisfactory soil materials** according to backfill requirements in Division 2 Section "Earthwork."

B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes.

3.8 REPAIRS

A. General: Promptly repair damage to adjacent construction caused by building demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.10 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

3.11 RECYCLING DEMOLISHED MATERIALS **(Contractor's Option)**

A. General: **The contractor may utilize recycled concrete, concrete masonry and brick as fill materials as outlined below and accepted by the geotechnical engineer. No asbestos containing material is permitted to remain on site.**

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals. Pulverize concrete to maximum [**1-1/2-inch (38-mm)**] size.

C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum **1-1/2-inch (38-mm)** size.

END OF SECTION 02221

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
1. Excavating and backfilling.

1.2 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

B. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

C. Excavation: Removal of material encountered above subgrade elevations.

D. Fill: Soil materials used to raise existing grades.

E. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

F. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

G. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups **GW, GP, GM, SW, SP, and SM**, or a combination of these group symbols; free of rock or gravel larger than [**3 inches (75 mm)**] in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 Soil Classification Groups **GC, SC, ML, MH, CL, CH, OL, OH, and PT** or a combination of these group symbols.

D. Backfill and Fill: Satisfactory soil materials.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, freezing temperatures or frost, and other hazards created by earthwork operations. Provide protective insulating materials as necessary.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

3.2 EXCAVATION

3.3 BACKFILLS AND FILLS

A. Fill: Place and compact fill material in layers to required elevations.

B. Recycling Demolished Materials (contractor's option): If the contractor chooses to recycle existing building materials as described in the Building Demolition specification, the contractor shall mix these materials with acceptable soil (clay) at a ratio as recommended by the geotechnical engineer.

C. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

D. Compaction: Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

E. Compact soil to not less than the following percentages of maximum dry **density** according to ASTM D **698**:
1. **In all original basements, tunnels and new excavations below existing grade,** compact each layer of backfill of fill material at **95** percent.
2. **In all earthwork above the existing adjacent grade (all above grade areas requiring grading to slope to the existing storm water drainage ways) which will become lawn,** compact each layer of backfill or fill material at **90** percent.

F. Grading: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations

required to slope at 2% minimum to existing storm drainage. Grade lawns, walks, and unpaved subgrades to tolerances of plus or minus 1 inch (25 mm)

3.4 FIELD QUALITY CONTROL

A. Testing Agency: **Contractor shall** engage a qualified Geotechnical Engineer licensed in the state of Ohio to perform field tests and inspections and to prepare test reports. **Geotechnical Engineer shall confirm the specified compaction in all areas of fill and backfill operations. The Geotechnical Engineer shall provide a final report attesting to the suitability of the new earthwork on the site to support new construction.**

B. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.5 PROTECTION AND DISPOSAL

A. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

D. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 02920 - LAWNS AND GRASSES

1.1 GENERAL

A. **SEED AND STRAW ALL DISTURBED AREAS OF THE DEMOLITION PROJECT. PROVIDE A MINIMUM OF 4" OF ACCEPTABLE TOPSOIL IN ALL AREAS TO BE SEEDED. CONTRACTOR IS ONLY REQUIRED TO USE TOPSOIL AVAILABLE ON SITE, BUT WILL REQUIRE STRIPPING OF LAWN AREAS BEYOND AREAS OF DEMOLITION AS REQUIRED TO REDISTRIBUTE EXISTING TOPSOIL TO COVER THE AREAS OF DEMOLITION. REESTABLISH LAWNS IN ALL DISTURBED AREAS.**

B. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory.

D. Lawn Maintenance: Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Seeded Lawns: **60** days from date of Substantial Completion.

1.2 PRODUCTS

A. Seed Species: State-certified seed of grass species, as follows:

Seed Mixture: Seed shall be a blend of improved tall fescues (hybreds of Kentucky 31 combination of three preferred) complying with standards of Official Seed Analysis of North America, for 95% purity, 85% germination and 1% (max) weed seed, recommended by producer for lawns in geographic location of project.

B. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of **2** percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on-site and supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Verify suitability of stockpiled surface soil to produce topsoil.

C. Fertilizer:

1. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

a. Composition: **1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight**.

1.3 EXECUTION

A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of **4 inches (100 mm)**. Remove stones larger than **1 inch** in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
3. Spread planting soil mix to a depth of **4 inches (100 mm)** but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation.

D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

F. Seeding: Sow seed at the rate of **3 to 4 lb/1000 sq. ft. (1.4 to 1.8 kg/92.9 sq. m)**

1. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray.
2. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
3. Protect seeded areas from hot, dry weather or drying winds by applying straw within 24 hours after completing seeding operations. Soak and scatter uniformly to a depth of 3/16 inch (4.8 mm) and roll to a smooth surface.

G. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding **90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm)**.

H. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

J. **Provide erosion control for all disturbed grade, including silt fences and staked straw bales in swales and other erosion prone locations.**

END OF SECTION 02920

ASBESTOS ABATEMENT/RENOVATION SPECIFICATIONS

WINTON WOODS CITY SCHOOLS

Cameron Park Elementary School

Prepared for:

Winton Woods City School District
1215 West Kemper Road
Cincinnati, Ohio 45240

Prepared by:

George S. Beaudion

State of Ohio Certified Project Designer #60164

July 2010

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SPECIAL CONDITIONS

I. All references to the Owner in these Specifications shall be interpreted as Winton Woods City School District and any designated representatives.

II. The Contractor shall secure, pay for, and maintain in full force and effect until no longer necessary, all licenses, regulatory notifications, permits and permissions required by Federal and State law, city ordinance, statute, or regulations and any rules or regulations of any service company that may assert control of any operation under this Contract. Copies of the above shall be filed prior to commencement of work.

III. The Contractor shall maintain a temporary office on-site which he or his authorized agent shall man each workday. Copies of permits, Specifications marked up to date with all revisions and required regulations shall be kept in said office ready for use at all times. Said office shall have (at all times) a fully stocked first aid cabinet available for use for the Contractor's employees.

IV. In performing the Contract, the Contractor may utilize the existing electric and water service at the Owner's cost. Temporary electrical connections must be performed by a certified Electrician approved by the Owner. The Contractor shall be responsible for the safe conveyance of water and electricity to the project areas and for any resulting damage from such conveyance. All sources of water and electricity conveyance shall be subject to the Owner's approval. **NOTE:** There may be areas in the building where the Contractor shall be required to supply portable generator(s) for electrical source. Bidding Contractors are advised to walk site and become familiar with conditions of each work area prior to submission of their bid.

V. The Contractor is required to staff the project with at least one (1) Ohio Department of Health Certified Asbestos Hazard Abatement Specialist to act in the supervisory capacity and as the OSHA competent person per 29 CFR 1926.1101 (0). The Supervisor/competent person must be onsite at all times during the project. All other workers must be certified, at a minimum, as a Ohio Department of Health Certified Asbestos Worker. Certification cards must be onsite at all times.

VI. Prior to initiation of abatement activities, all workers must possess valid medical examination results from a licensed physician stating that the worker is capable of performing asbestos abatement, (i.e., wearing a respirator) and valid fit test results from within the past twelve (12) months for the respirator being worn by the worker.

VII. The Contractor is responsible for security of the work area and preventing unauthorized entry. The Contractor shall restrict access to Contractor personnel directly involved with the work, authorized Owner's Representatives, and regulatory inspectors legally entitled to inspect the work.

VIII. All of the Contractor's employee's shall abide by Federal, State, and local laws and by the Owner's policies while on the premises.

IX. All of the Contractor's employees are restricted to those areas of the building and property directly included in the Project. Entry to all other areas is prohibited. Any employee whose conduct is judged unfit by the Owner and/or Consultant shall not be permitted to work on this project.

X. The Contractor shall not encumber the site with materials or equipment, and shall confine stockpiling of materials to the work area indicated. Storage of materials in public accesses and hallways shall not be permitted.

XI. No other Contractors shall be permitted to execute their work in the work areas until the asbestos hazard abatement work is completed.

XII. Complete waste disposal documentation must be submitted to the Owner after landfill receipt. Documentation must show date/time that the waste left the job site to date/time waste was disposed of at the landfill identified on the EPA notification. Any layovers between leaving the job site (i.e., stored on the Contractor's property, etc.) and disposal date must be documented as well.

XIII. The Contractor is responsible for submitting a final report to the Consultant within thirty calendar days from the time of Substantial Completion. The contents of this final report shall contain all information required by the Consultant's "Final Documentation Audit" found in Appendix A.

XIV. Contractor must prove that all workers are U.S. citizens or that workers have a valid visa.

XV. In the event the Contractor utilizes non-English speaking workers, all required warning signs, Hazard Communications, etc., must be written in the language of the non-English speaking worker. At a minimum, one worker per work crew and/or work shift must speak English in order to communicate effectively with the Owner, Owner's Representatives, and/or Emergency Response personnel.

XVI. Winton Woods City School District has retained the services of a Consultant to manage the project described herein. The Consultant shall represent the Owner in all phases of the work at the discretion of the Owner. The Contractor shall regard the Consultant's direction as authoritative and binding as provided herein, in matters including, but not limited to, the following:

a. Pre-construction submittals
b. Approval of work areas
c. Review of air and visual monitoring results
d. Completion of the various segments of the work
e. Final completion of the work
f. Post-project submittals

END OF SECTION

TECHNICAL ASBESTOS HAZARD ABATEMENT SPECIFICATIONS

PART 1 - WORK TO BE PERFORMED

1.1 DESCRIPTION OF WORK

This project involves selective demolition and proper removal, area decontamination, disposal of exposed and non-exposed asbestos-containing materials (ACMs) including but not limited to: acoustical ceiling plaster, drywall, 9" and 12" floor tile, cementitious fitting insulation, sinks with asbestos-containing under coatings, and transite window panels throughout Cameron Park Elementary School. **Note:** Also included in the scope is the removal and recycling of all fluorescent light bulbs and ballast. The distribution and general locations of all material to be removed from Cameron Park Elementary can be found in Appendix C of this specification.

NOTE: The material quantities listed herein are not considered totally exact, but are only considered opinions of probable quantities. The opinions of said quantities have been provided from pre-project inspection and abatement design data. All Bidders are solely and totally responsible for verifying and quantifying their opinions of actual material quantities. As part of this responsibility, the Owner shall make available to the prospective bidders access to all possible areas affected by the work to view materials for estimation. **NOTE:** Due to the possibility of unknowns (building is scheduled to be demolished) on this project, the bidding Contractor's shall be required to submit unit cost for the following items: cementitious fitting insulation (per fitting), fluorescent lights (per bulb) and PCB-containing light ballast (per ballast). Fitting and pipe insulation unit cost shall reflect lines that are <4". **Note:** Unit cost shall only apply once Contractor exceeds 10% of estimated amounts outlined in this specification.

All removal activities on this project shall be performed using wet manual methods inside full negative pressure enclosures (NPE), modified negative pressure enclosures with contiguous worker hygiene facilities, regulated areas with centralized worker hygiene facilities, or by negative pressure glove bag methods per OSHA 29 CFR 1926.1101 and these Specifications unless otherwise specified. **Note:** Wrap and cut activities shall be allowed providing that utilities have been isolated and approval of method granted by the on-site consultant.

All asbestos hazard abatement activities shall be performed in full accordance with this Specification and all applicable Federal, State, and local regulations. All workers shall be fully trained and certified in accordance with OSHA, EPA, and Department of Health requirements. All workers shall wear disposable protective clothing, respiratory protection, personnel air sampling equipment, and follow required worker hygiene practices.

1.2 OWNER'S REPRESENTATIVE

This project will be coordinated through Mr. Steve Denny, Director of Business Affairs, Winton Woods City School District, 1215 West Kemper Road, Cincinnati, Ohio 45245 (513) 619-2401, and Mr. George S. Beaudion, General Manager, m.a.c. Paran Consulting Services, Inc. (513) 752-9111.

1.3 PROJECT TIME SCHEDULE

The Project Work shall be performed as shown below:

Activity	Effective Date(s) and Time(s)
Pre-bid meeting (at project sites)	8/11/10 @ 3:00pm
Sealed Bids due	8/18/10 @ 3:00pm
Notice to Contractor with Award of Project	To be Determined
Work start date	To be Determined
Substantial completion	4 weeks from start date
Close out Documentation (to Consultant)	30 days for project completion

Monday through Friday 8-hour work shifts (day shifts) for all work.

PART 2 - GENERAL

2.1 SCOPE AND CONTRACTOR RESPONSIBILITIES

2.1.1 Work Specified - The Contractor shall furnish all labor, materials, employee training, services, insurance, bonds, regulatory notifications and/or permits, and equipment required to perform this Work in accordance with requirements of this Specification. The Contractor shall furnish all said items to complete removal and decontamination of all asbestos-containing materials specified.

2.1.2 Contractor Responsibilities – **1)** The Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. **2)** The Contractor shall be responsible for any injury to himself, his employees, as well as for any damage to personal and Winton Woods Local School District property that occurs during the performance of this contract that is caused by his employee's fault or negligence. **3)** The Contractor shall be responsible for protection of all electrical and/or fire alarm systems during demolition and/or abatement activities. **4)** The Contractor shall be responsible for any cost associated with "false alarm" runs conducted by the Cincinnati Fire Department as a direct result of the Contractor's activities continually tripping fire alarm system(s). **5)** The Contractor shall be responsible for all demolition required in facilitating the removal process of all specified asbestos-containing materials. **6)** The Contractor shall be required to have in their bid(s) unit cost associated with removal activities (outlined in part 1.1 description of work). **7)** The Contractor shall be responsible for removal of all, but not limited to: hard plaster ceilings, suspended ceiling systems, carpeting covering linoleum flooring materials, fixed shelving, cabinets, carpet, moldings, fixtures, etc. that interfere with abatement of asbestos-containing materials. **8)** The Contractor shall maintain personal liability and property damage insurance having coverage having coverage for a limit as required by the laws of the State of Ohio.

2.2 INDEMNIFICATION

2.2.1 Patent Indemnification - The Contractor shall pay all license fees and royalties and assume all cost incident to the use in the performance of work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights held by others. The Contractor shall indemnify and hold harmless the Owner, Consultant, and anyone directly or indirectly employed by them from and against all claims, damages, losses and expenses, including attorneys' fees and court and arbitration cost arising out of any infringement of patent rights incident to the use in performance of the work of any invention, design, process, product or device specified or not specified in the Contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

2.3 TERMINOLOGY AND DEFINITIONS

2.3.1 Abatement - Procedures to control fiber release from asbestos-containing materials, i.e., removal, encapsulation, or enclosure.

2.3.2 Air Lock - A system for permitting ingress or egress without permitting air movement between a contaminated area or an uncontaminated area, typically consisting of two contained doorways at least 6 feet (2 meters) apart.

2.3.3 Air Monitoring - The process of measuring the fiber content of a specific volume of air in a stated period of time. Phase contrast microscopy in accordance with NIOSH Method No. 7400 is the prescribed method of sampling and analysis.

2.3.4 Air Sampling Technician - A person trained and experienced in air sampling techniques and schemes who performs air sampling under the direction of the Environmental Project Manager or C.I.H.

2.3.5 Amended Water - Water to which a surfactant has been added.

2.3.6 Asbestos Hazard Emergency Response Act (AHERA) - Congressional Act which requires local education agencies to identify friable and non-friable asbestos-containing building materials (ACBM) in public and private elementary and secondary schools; submit management plans to the Governor of their state; implement management plans in a timely manner; and maintain complete records of any action involving the disturbance of ACBM.

2.3.7 Authorized Visitor - The building owner or his representatives, air sampling technician, asbestos project manager, Consultant, or a representative of any regulatory or other agency having jurisdiction over the project.

2.3.8 Barrier - Plastic sheeting and/or other materials used along with the floors, ceilings, and walls of a structure to form an isolated Work environment that separates the contaminated work area from the uncontaminated area.

2.3.9 Bridging Encapsulant - A liquid designed to form a tough membrane over the surface of asbestos-containing materials.

2.3.10 Building Owner – Winton Woods City School District or their authorized representative(s).

2.3.11 Clean Room - An uncontaminated area or room that is part of the workers' decontamination enclosure system, with provisions for storage of workers' street clothes and protective equipment.

2.3.12 Competent Person - A Contractor's employee (typically the foreman or superintendent) by virtue of his education and experience who is capable of operating an asbestos hazard abatement project in accordance with current EPA, OSHA, and NIOSH regulations, and standard Work practices established for asbestos removal. Duties of the competent person are as defined in 29 CFR 1926.1101 (0).

2.3.13 Consultant - A Certified Industrial Hygienist (C.I.H.), the designated Consultant, or an Industrial Hygiene Technician under the supervision of the C.I.H. or the Consultant.

2.3.14 Contaminated - Containing or coated with asbestos.

2.3.15 Curtained Doorway - A device to allow ingress or egress from one room to another while minimizing air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily formed doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Two curtained doorways spaced a minimum of 6 feet (2 meters) apart form an air lock.

2.3.16 Decontamination Enclosure System - A series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination enclosure system always contains at least one airlock.

2.3.17 Encapsulant - A liquid material that can be applied to asbestos-containing materials or cleaned substrates following the removal of asbestos-containing materials to control the possible release of residual asbestos fibers from the material by creating a membrane over the surface.

2.3.18 Encapsulation - All herein specified procedures necessary to coat asbestos-containing materials with a penetrating or bridging encapsulant to control the possible release of asbestos fibers into the ambient air.

2.3.19 Environmental Project Manager - An individual qualified by virtue of experience, designated as the Owner's representative; and responsible for supervising the on-site Consultant and ensuring compliance with the Project Specifications.

2.3.20 Equipment Decontamination Enclosure System - A decontamination enclosure system for materials and equipment, typically consisting of a designated area of the work area, a washroom, a holding area, and an uncontaminated area.

2.3.21 Equipment Room - A contaminated area or room that is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.

2.3.22 Facility Component - Any pipe, duct, boiler, tank, fan, engines, or furnace at or in a facility, or any structural member of a facility.

2.3.23 Fixed Object - A piece of equipment or furniture in the work area that cannot be removed from the work area.

2.3.24 Glovebag Technique - A method with limited applications for removing small amounts of asbestos-containing material from HVAC ducts, piping runs, valves, joints, elbows, and other uneven surfaces in an uncontaminated (plasticized) work area. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6-mil transparent plastic); two inward-projecting, long-sleeve, rubber gloves; one inward-projecting water wand sleeve; an internal tool pouch; and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.

All workers who are permitted to use the glovebag technique, must be highly trained, experienced, and skilled in this method.

2.3.25 HEPA Filter - A highly-efficiency particulate air (absolute) filter capable of trapping and retaining 99.97 percent of asbestos fibers greater than 0.3 micrometer in length.

2.3.26 HEPA Vacuum - High-efficiency particulate air (absolute) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be 99.97 percent efficient for retaining 0.3-micrometer particles or larger.

2.3.27 Holding Area - A chamber between the washroom and an uncontaminated area in the equipment decontamination enclosure system. The holding area comprises an air lock.

2.3.28 Movable Object - A piece of equipment or furniture in the work area that can be removed from the work area.

2.3.29 Negative Pressure Ventilation System - A local exhaust system capable of maintaining a detectable pressure differential across containment barriers relative to adjacent unsealed areas.

2.3.30 NESHAPS - The National Emission Standards for Hazardous Air Pollutants (40 CFR Part 61).

2.3.31 NIOSH - The National Institute for Occupational Safety and Health.

2.3.32 OSHA - Occupational Safety and Health Administration.

2.3.33 Penetrating Encapsulant - A liquid designed to saturate the material, thereby binding asbestos fibers to one another and to other substances in the material.

2.3.34 Plasticize - To cover floors, walls, etc., with plastic sheets as herein specified.

2.3.35 Removal - All herein specified procedures necessary to strip or clean up asbestos-containing materials from designated areas and to dispose of these materials at an acceptable disposal site.

2.3.36 Shower Room - A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot, and cold or warm running water and suitably arranged for complete showering during decontamination. The shower room comprises an airlock between contaminated and clean areas.

2.3.37 Staging Area - Either the holding area or an area near the waste-transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.

2.3.38 Stripping - All herein specified procedures necessary to remove asbestos-containing materials or asbestos-contaminated materials from their substrate or from any component of the facility.

2.3.39 Substrate - The underlying surface or material (piping, duct, boilers, tanks, chase floors, etc.) to which asbestos-containing material has been applied.

2.3.40 Surfactant - A chemical wetting agent added to water to improve penetration.

2.3.41 Thermal System Insulation - Insulation used to prevent heat loss from pipes, boilers, tanks, breeching, heat exchangers, etc.

2.3.42 Washroom - A room between the work area and the holding area in the equipment decontamination enclosure system. A washroom comprises an air lock.

2.3.43 Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with water, and then disposing of these cleaning tools as asbestos-contaminated waste.

2.3.44 Work Area - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may be contaminated as a result of such abatement actions. A contained work area is one that has been sealed, plasticized, and equipped with a decontamination enclosure system. An isolated work area is a controlled-access work area that has been isolated by plastic curtains and in which the openings to the outside are sealed with plastic sheeting. An isolated work area is not an airtight containment area and is not equipped with a decontamination enclosure system.

2.3.45 Worker Decontamination Enclosure System - A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room.

2.4 APPLICABLE REFERENCE DOCUMENTS

The current issue of each document shall govern. If there is a conflict among requirements or with these Specifications, the more stringent requirement shall apply.

2.4.1 Regulations - Compliance is required in strict accordance with applicable Federal, State, municipal, and local regulations.

2.4.1.1 Title 29, Code of Federal Regulations, Section 1910.1001, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

2.4.1.2 Title 29, Code of Federal Regulations Section 1926.1101, Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.

2.4.1.3 Title 29, Code of Federal Regulations Section 1926.139, General Industry Standard for Respiratory Protection.

2.4.1.4 Title 29, Code of Federal Regulations Section 1926.59, Construction Industry Standard for Hazard Communication.

2.4.1.5 Title 29, Code of Federal Regulations Section 1910.1200, General Industry Standard for Hazard Communication.

2.4.1.6 Title 29, Section 1910.1000, Occupational Safety and Health Standards.

2.4.1.7 Title 40, Code of Federal Regulations, Part 61, Subpart A and M, National Emissions Standards for Hazardous Air Pollutants, U.S. Environmental Protection Agency (EPA).

2.4.1.8 Title 40, Code of Federal Regulations, Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, U.S. Environmental Protection Agency (EPA).

2.4.1.9 Title 40, Code of Federal Regulations, Part 761, Polychlorinated Biphenyls (PCB's).

2.4.1.10 Ohio Revised Code, Chapter 3710.

2.4.1.11 Title 49, Code of Federal Regulations, Hazardous Materials Transportation Regulations, U.S. Department of Transportation (DOT).

2.4.2 Guidance Documents

2.4.2.1 Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 1. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979.

2.4.2.2 Asbestos-Containing Materials in School Buildings: A Guidance Document, Part 2. Office of Toxic Substances, U.S. EPA, Washington, D.C. 1979.

2.4.2.3 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1983.

2.4.2.4 Ibid. Appendix F: Recommended Specifications and Operating Procedures for the use of Negative Pressure Systems for Asbestos Abatement

2.4.2.5 Guidance for Controlling Asbestos-Containing Materials in Buildings: Washington, D.C. Office of Pesticides and Toxic Substances, U.S. EPA. 1985.

2.4.2.6 Measuring Airborne Asbestos Following an Abatement Action: Washington, D. C., Office of Pesticides and Toxic Substances, U.S. EPA. 1985.

2.4.2.7 Asbestos Waste Management/Guidance: Generation, Transport, and Disposal: Washington, D.C., Office of Solid Waste, U.S. EPA. 1985.

2.4.2.8 Notification of Regulated Waste Activity. Office of Solid Waste (OS-312), Washington, D.C., U.S. EPA. 1990.

2.4.3 Codes and Standards

2.4.3.1 ANSI - American National Standards Institute, ANSI Z 9.2, Fundamentals Governing the Design and Operation of Local Exhaust Systems.

2.4.3.2 NEC - National Electric Code. Any Work involving electrical equipment in a facility or wet environments shall be performed in strict accordance with the National Electric Code.

2.5 AIR MONITORING

2.5.1 Asbestos Exposure Monitoring Schedule and Sampling Strategy- At a minimum, the Contractor's air monitoring schedule and sampling strategy for asbestos-related work shall be conducted as follows:

TABLE II - ASBESTOS EXPOSURE MONITORING SCHEDULE

Phase of Abatement Project	When to Sample	Type of Sample	Minimum # of Samples*	Location
PREPARATION				
During cleaning and preparation	Each day of operation	Personal Excursion	1 1	Inside work area Inside work area
REMOVAL	Each day of operation	Personal Excursion	1 1	Inside work area Inside work area

DECONTAMINATION	Each day of operation	Personal	1	Inside work area
		Excursion	1	Inside work area

NOTE*: At a minimum, one out of four workers involved in asbestos hazard abatement activities shall be monitored during all preparation, gross removal, decontamination and load-out phases of this Project. Short-term excursion samples shall also be collected per activity and/or at the request of the Consultant.

2.5.2 Methods of Collection and Analysis

2.5.2.1 All air monitoring shall be conducted in accordance with 29 CFR 1926.1101(f). The sampling period shall be 7 to 8 hours, except on abbreviated work shifts. The flow rate for the sampling pump shall be 0.5 to 2.5 liters/minute. Sampling pumps shall be calibrated daily to ensure proper flow-rates.

2.5.2.2 All pertinent personal exposure sampling data shall be completed in full on a daily basis with all required entries and calculations.

2.5.2.3 All samples collected by the Contractor or his representative shall be submitted at the end of each work shift for analysis to the on-site Consultant. Completed data sheets must be submitted to the laboratory along with each day's filter samples. Sampling results shall be reported to the Contractor within twenty-four hours of their collection. Cost of samples shall be $7.00 each.

2.5.2.4 The minimum number of employees and areas to monitor indicated on Table II shall not be Interpreted as the total number of samples to be collected and analyzed each day. Multiple personal or area samples may have to be collected during the 7 to 8 hour work shift to accurately characterize a worker's exposure level. The number of samples collected shall depend on the degree of airborne contamination in the work area and the effectiveness of work practices and engineering controls. Overloaded filter samples or filter holder cassettes containing loose particulate matter are unacceptable. The air samples must be properly collected and representative of actual concentrations in each work area.

2.6 PERSONNEL PROTECTION

2.6.1 Worker Instruction - Prior to commencement of work, the workers shall be instructed and made knowledgeable about all aspects of the written respiratory protection program, hazards of asbestos exposure, decontamination procedures, entry and exit procedures, protective clothing requirements, safe work practices, and shall have received the OSHA required medical examination, per 29 CFR 1926.1101(m).

2.6.2 Respiratory Equipment - Workers shall be provided with personally issued and marked respiratory protection equipment approved by NIOSH and MSHA and suitable for the asbestos exposure level in the work area according to OSHA Standard 29 CFR 1926.1101(h). At a minimum, all workers performing abatement activities in total containment work areas shall wear powered air purifying respirators (PAPR'S) equipped with NIOSH approved HEPA filter cartridges suitable for asbestos exposure. Half face negative pressure respirators shall be permitted (provided the worker has a current fit test) for all final cleaning activities, modified negative pressure containment(s) and during all negative pressure glove bag removal activities. Sufficient filter cartridges for replacement shall be provide as required by the worker, applicable regulations, or as bound into this specification.

2.6.3 Protective Clothing - Workers shall be provided with sufficient sets of protective full-body clothing per OSHA Standard 1926.1101(i). Such clothing shall consist of full-body coveralls and headgear. Eye protection and hard hats shall be provided as required. Non-disposable protective clothing and footwear shall be left in the contaminated equipment room until the end of the asbestos abatement work, at which

time such items shall be disposed of as asbestos waste, or shall be thoroughly cleaned of all asbestos or asbestos-containing material. **NOTE:** Workers shall be permitted to wear only rubber boots in full negative pressure contained work areas (i.e., thermal systems/suspended ceiling containments) no other type of footwear shall be permitted.

2.6.4 Visitor Protection - Authorized visitors shall be provided with suitable respirators with new filters or cartridges and protective clothing, headgear, eye protection, and footwear whenever they are required to enter the work area, to a maximum of three (3) sets per day. Authorized visitors for this project include regulatory agencies, Consultant and the Owner's Representatives who are certified to enter a regulated work area.

2.6.5 Protection Procedures - The Contractor shall provide and post, in the equipment room and the clean room, the decontamination and work procedures to be followed by workers.

2.6.6 Worker Protection Procedures - Removal by Negative Pressure Enclosure of Work Area

2.6.6.1 Each worker and authorized visitor shall, upon entering the job site: remove street clothes in the clean change room and put on a respirator with new filters and clean protective clothing before entering the equipment room or the work area; except workers that intend to re-wear contaminated protective clothing stored in the equipment room (entering the equipment room wearing only respirator).

2.6.6.2 Each worker and authorized visitor shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove all clothing except respirators; still wearing the respirator, proceed naked to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash; if the filters require replacement, remove filters, wet them, and dispose of them in the container provided for that purpose; and wash and rinse the inside of the respirator.

2.6.6.3 Following showering and drying off, each worker and authorized visitor shall proceed directly to the clean change room for re-dressing into street clothes, or into a clean disposable suit if the exit is for a short break period and re-entry is shortly expected.

2.6.6.4 Contaminated work footwear shall be stored in the equipment room when not in use in the work area. After the asbestos abatement process is completed, footwear shall be disposed of as contaminated waste or cleaned thoroughly inside and out with soap and water before being removed from the work area or from the equipment and access area. Contaminated protective clothing shall be stored in the equipment room for reuse or placed in receptacles for disposal with other asbestos-contaminated materials.

2.6.6.5 Workers shall not eat, drink, smoke, chew gum, or chew tobacco at the work site except in the established clean room or outside the building. **Note:** no smoking is permitted inside any areas of the building.

2.6.6.6 Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos-containing or contaminated material, and until final cleanup is completed and final clearance given.

2.7 EQUIPMENT REMOVAL PROCEDURES

2.7.1 Cleaning - Clean external surfaces of contaminated containers and equipment thoroughly by wet mopping, or using a HEPA-filtered vacuum before moving such items into the decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas. Ensure

that personnel do not leave work areas through the equipment decontamination enclosure system.

2.8 EMERGENCY PRECAUTIONS

2.8.1 Prepare a written contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure (if applicable), or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in the plan specific procedures for decontamination or work area isolation.

2.8.2 Local medical emergency personnel should be notified prior to commencement of abatement activities as to the likelihood of having to handle contaminated or injured workmen and shall be advised on safe decontamination.

2.8.3 The Contractor shall be responsible for providing a minimum of one fire extinguisher, rated not less than 2A, for each three thousand square feet of containment area in accordance with 29 CFR 1926.150. Travel distance from any point inside the work area to the nearest fire extinguisher shall not exceed seventy-five feet. **NOTES: 1)** Substitution of a fire extinguisher with a half-inch garden hose not exceeding seventy-five feet in length shall be permitted provided the number of hoses is equivalent to the required number of fire extinguishers, **2)** Hose(s) attached to the decontamination unit shall not serve as a fire extinguisher and **3)** All contained work areas shall be marked (with high visibility paint) on the lower sections of the walls to aid in escape in the event of a fire.

2.8.4 Employees shall be trained in evacuation procedures in the event of work area emergencies.

2.8.4.1 For non-life-threatening situations, employees injured or otherwise incapacitated shall decontaminate themselves following normal procedures with assistance from fellow workers, if necessary, before exiting the work area to obtain proper medical treatment.

2.8.4.2 For life-threatening injury, worker decontamination shall take least priority after measures to stabilize the injured worker, remove him from the work area, and secure proper medical treatment.

2.8.5 Before the Contractor starts abatement activities, the local police and fire departments should be informed of the danger of entering a contaminated work area. The Contractor shall make every effort to help these agencies form plans of action should their personnel need to enter contaminated work areas, and to assist during emergencies.

2.8.6 Telephone numbers of all emergency response personnel shall be prominently posted in the clean/change room outside the worker decontamination enclosure system along with location of the nearest telephone.

2.8.7 All accidents involving personal injury, property loss, or "near miss" incidents shall be immediately reported to the Owner and/or his representative(s). Record and document incident and corrective action taken and submit copy of action taken to the Owner.

2.9 SITE SECURITY

2.9.1 The Contractor shall post warning signs at designated entrances to each work area as required by 29 CFR 1926.1101 (k).

2.9.2 The work area is to be restricted to authorized, trained, and protected personnel only. These may include the Contractor's employees, employees of Subcontractors, Owner's employees and representatives, State and local inspectors, and any other designated individuals.

2.9.3 Entry into the work area by unauthorized individuals shall be reported immediately to the Owner's representative by the Contractor.

2.9.4 The Contractor shall have control of site security of the work area during abatement activities in order to protect work efforts and equipment. The Owner shall maintain building security of the facility after work hours.

2.10 PARKING

2.10.1 The Contractor shall be permitted to use the parking lot for their vehicles. The Contractor shall not be permitted to block any fire lanes at the facility.

PART 3 - MATERIALS AND EQUIPMENT

3.1 MATERIALS

3.1.1 Material Delivery - All materials shall be delivered clean, in proper working order, and shall bear the name of the manufacturer and brand. MSDS sheets shall be required for all materials brought on-site by the Contractor.

3.1.1.2 All materials subject to damage shall be stored off the ground, away from wet or damp surfaces, and under sufficient cover to prevent damage or contamination.

3.1.1.3 Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with this Specification.

3.1.2 Plastic Sheeting - Plastic sheeting for all uses, shall be a minimum of 6-mil thick. All plastic sheeting shall be sized in appropriate lengths and widths to minimize the frequency of joints.

3.1.2.1 Plastic sheeting used for worker decontamination enclosure systems shall be black in color.

3.1.3 Tape - Must be capable of sealing joints of adjacent plastic sheets, capable of attaching plastic sheets to finished or unfinished surfaces of dissimilar materials, and capable of adhering under dry and wet conditions, including use of amended water.

3.1.4 Surfactant - A surfactant shall consist of 50 percent polyoxyethylene ether and 50 percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of 1 ounce surfactant to 5 gallons of water, or according to manufacturer's Specifications.

3.1.5 Impermeable Containers - Must be suitable for receiving and retaining any asbestos-containing and/or contaminated materials. Metal or fiber drums with tight-fitting lids are required for all asbestos-containing wastes, i.e., metal lath, wire, metal jackets, etc. Plastic bags, 6-mil thick, are acceptable for friable asbestos, fiberglass insulation without metal components that could tear the bags. All asbestos-containing waste shall be labeled in accordance with 29 CFR 1926.1101, 49 CFR Parts 171 and 172 and 40 CFR Part 61, Subpart M.

3.1.6 Encapsulants - Encapsulating sealants shall be bridging or penetrating sealants such as Cafco "Bond Seal," or an approved equivalent.

3.1.6.1 Encapsulants selected for use by the Contractor shall be one of those demonstrating effective performance under the tests conducted by Battelle Laboratories for EPA.

3.1.6.2 The encapsulant shall not add any toxic substances to the asbestos-containing material and should not break down under direct flame impingement to release any toxic gases or an undue amount of smoke.

3.1.6.3 The encapsulant shall be capable of adhering to the substrate surface.

3.1.6.4 The encapsulant shall be applicable with minimum effort and skill.

3.1.6.5 The encapsulant shall have impact resistance, flexibility, and resistance to penetration in withstanding physical contact.

3.1.6.6 The encapsulant shall be water insoluble when cured.

3.1.6.7 The encapsulant shall be nontoxic and free of toxic fumes during application.

3.1.6.8 The encapsulant shall have sufficient aging characteristics to withstand normal atmospheric changes for a minimum of 6 years and still have sufficient surface integrity to allow recoating.

3.1.7 Warning Labels and Signs - As required by 29 CFR 1926.1101(k)(6) and (k)(7).

3.1.8 Glovebags - Two types of glovebags shall be considered suitable for this Project.

3.1.8.1 Polyethylene glovebag - This special prefabricated device is designed for the controlled removal of asbestos-containing materials from pipes and other nonplanar structures and consists of a minimum 7-mil, clear, polyethylene plastic bag (approximately 50 in. wide by 64 in. long) with integral impermeable arms and latex gloves. Each bag shall be equipped with internal attached tool pouch and entry port for insertion of wetting tube and/or HEPA-vacuum hose nozzle.

3.1.8.2 Polyvinyl chloride glovebag - This prefabricated device is designed for the controlled removal of asbestos-containing materials from pipes or other nonplanar surfaces and consists of a minimum 10-mil, clear, polyvinyl chloride (PVC) bag with integral 10-mil-thick PVC gloves, elasticized valve/port, and tool pouch. Each bag shall be equipped with a reversible, double-throw zipper on top to facilitate installation on pipes and progressive movement along the pipes. Reusable nylon straps (1 inch thick) with metal-tightening buckles shall be used for sealing the ends of the bags around pipe and/or insulation. Specially designed bags shall be used around "T" fittings and horizontal and vertical pipe configurations. PVC-zippered expansion strips shall be used to enclose large diameter pipes.

3.1.9 Plexiglas - The Contractor shall install Plexiglas in doorways or openings adjacent to the work area to enable observations by the Owner and his representatives without entering the work area. The Plexiglas partitions shall be a minimum size of 12”x12”. The number of partitions shall be based on availability and size of the area and as requested by the Owner and their representatives.

3.1.10 Other Materials - The Contractor shall provide all other materials, such as lumber, nails, and hardware, that may be required to construct and dismantle the decontamination units and the barriers that isolate the work area.

3.2 TOOLS AND EQUIPMENT

3.2.1 The Contractor shall provide suitable tools and equipment for all phases of work for this Project.

3.2.1.1 Air movement equipment - High efficiency particulate air (absolute) filtration equipment in compliance with ANSI Z 9.2, Local Exhaust Ventilation. No air movement system or air equipment shall discharge asbestos fibers outside the work area into the building.

3.2.1.2 Each HEPA filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 micron dioctylphthalate (DOP) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Each filter shall bear a UL586 label to indicate the ability to perform under special conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

3.2.1.3 A negative air pressure differential shall be established in the work area by means of mechanical exhaust equipment in order to keep airborne fibers confined to the work area, decrease humidity and temperature, reduce fiber levels in the work area, and achieve acceptable final air monitoring results. The mechanical equipment shall exhaust through a HEPA filter to the outside of the building. The equipment shall remain in operation twenty-four hours a day until decontamination of the work area and final air sampling and analysis is completed.

3.2.1.4 Backup air filtration devices shall be available at the site in the event of unit failure and need for substitution.

3.2.2 Airless Sprayer - An airless sprayer shall be used for the application of amended water and encapsulants.

3.2.3 Scaffolding and Ladders - Scaffolding and ladders shall be used as required to accomplish work specified in Part 1 and shall meet or exceed all applicable OSHA requirements and safety regulations.

3.2.4 Vacuums - All vacuums utilized to clean up asbestos-containing materials in the work area shall be equipped with HEPA filters. **NOTE:** All HEPA equipped vacuums used on this project shall be thoroughly decontaminated prior to being brought on site. Any HEPA equipped vacuum brought on site dirty is subject to immediate removal from the project.

3.2.5 Miscellaneous Tools and Equipment - The Contractor shall provide all other tools suitable for the stripping, removal, and encapsulation of asbestos-containing materials. These tools include, but are not limited to, scrapers, wire cutters, brushes, sprayers, sponges, utility knives, flexible wire saws, shovels, and brooms.

3.2.6 Use of Owner's Tools and Equipment - No tools or equipment of the Owner shall be used by the Contractor, unless permission in writing is granted by the Owner's representatives.

3.3 WATER SERVICE

3.3.1 Temporary Water Service Connection - All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, all connections and fittings shall remain in place for use by the Owner.

3.3.2 Water Hoses - Employ heavy duty, abrasion resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area. Provide fittings as required to allow for connections. **NOTE:** Any leaking hoses shall be immediately repaired and/or removed from the project.

3.3.3 Hot Water Heater - If hot water is not available at the building, provide at least one (1) UL rated 40-gallon electric hot water heater to supply hot water for the work area isolation structure. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan

on floor with type L copper. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

3.4 ELECTRICAL SERVICE

3.4.1 General - Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electrical service. **NOTE:** All modifications and/or connections made to the buildings' electrical system shall be performed by a certified electrician at the consent of the Owner.

3.4.2 Lockout - Lockout all existing power to or through the work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the work area are not to be used. All power and lighting to the work area and decontamination facilities are to be provided from temporary electrical panel described in article 3.4.3.

3.4.2.1 Lockout power to circuits running through work area where feasible by switching off all breakers servicing these circuits. Label breakers with tape over breaker with notation "DANGER - circuit being worked on." Sign and date danger tag. Lock panel and have keys under the sole control of electrician and Supervisor. If circuits cannot be shut down for any reason, label energized power and lighting circuits, and equipment with tags reading "DANGER - live electric, Electrocution Hazard.

3.4.3 Electrical Distribution System - Temporary electric panels equipped with ground fault circuit interrupters (GFCI's) shall be installed outside of the enclosed work areas with sufficient circuits to support all AFD's, lighting, electric tools, and air sampling equipment inside and outside of the enclosed work area. All temporary electrical power shall comply with the requirements of the National Electric Code for Wet Environments. Provide only UF non-metallic sheathed cable.

3.4.4 Electric Tools - Electrical tools and equipment shall meet all applicable codes and regulations. GFCI's shall be used at all times for electrical equipment.

3.4.5 Electrical Power Cords - Use only grounded extension cords; use "hard service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

3.4.6 Lamps and Light Fixtures - Provide general service incandescent or halogen lamps of wattage indicated or required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures. Provide lighting fixtures suitable for wet environments.

3.5 TEMPORARY LIGHTING

3.5.1 Where natural lighting does not meet the required light level, provide one (1) 200 watt halogen light per every 500 square feet of floor area. In stairways and at ladder runs, provide one 100 watt incandescent lamp per story, located so as to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere, by combined use of daylight, general lighting, and portable plug-in task lighting.

3.6 FIRE EXTINGUISHERS

3.6.1 Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations, provide type

"ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

PART 4 - EXECUTION

4.1 SEQUENCE OF EXECUTION

4.1.2 Negative Pressure Enclosures (Acoustical Ceiling Removal Area)

4.1.2.1 Shut down and lock out electric power to all work areas where applicable. Provide temporary power and lighting and ensure the safe installation of temporary power services and equipment, as specified in applicable electrical code requirements. Provide ground-fault interrupt circuits as a power source for all electrical equipment. All modifications to the building's electrical system shall be performed by a certified electrician at the consent of the Owner. The power service shall not violate the integrity of the area isolation. Auxiliary lighting used in the work area shall be moisture proof.

4.1.2.2 Seal all other openings from the work area, including but not limited to: doorways; windows; diffusers, return and relief grilles, and any other HVAC openings; and any other penetrations, with two layers of 6-mil polyethylene sheeting sealed with tape.

4.1.2.3 Introduce scaffolding and other large equipment that will not pass through the work area isolation structure.

4.1.2.4 Install HEPA-filtered air filtration devices (AFD) into the work area and vent exhaust ducts through openings to the outside atmosphere. The following formula shall be used to calculate the number of AFD's required:

$$\#\text{AFD's} = \frac{\text{length x width x height of work area}}{\text{15 minutes* x AFD capacity (in CFM)}}$$

*required frequency of room air changes

4.1.2.5 Pre clean fixed and immovable objects and/or contaminated furniture and materials (such as built-in cabinetry, shelving, lockers, water fountains, listening booths, chalk boards, bleacher seats, etc.) within the work area using HEPA-equipped vacuums and/or wet cleaning methods as appropriate, and enclose with polyethylene film and seal with tape.

4.1.2.6 Pre clean contaminated furniture and materials (such as paneling and framing, book shelving, cabinets, etc.) within the work area using HEPA-equipped vacuums and/or wet cleaning methods as appropriate. Remove any decontaminated furniture and materials from the work area and store or discard as directed by the Owner. **NOTE:** All stationary items in the work area(s) shall be inspected by the on site Consultant prior to allowing the Contractor to seal them with polyethylene film and tape.

4.1.2.7 Where the work area terminates either in a corridor which is in use or adjacent to other occupied areas of the building, neither of which is separated from the work area by existing building construction (e.g., doors, walls, etc.), the Contractor shall install two 6 mil polyethylene barriers, each air tight and at least 3 feet apart. In addition to these plastic barriers, the Contractor shall construct temporary framed partition(s) consisting of full height wood studs and 1/2" plywood to prohibit access to the contaminated work area, except through the approved decontamination system(s). If the barriers will abut asbestos-containing material, then the barriers shall be installed after installation of the work area isolation structure.

4.1.2.8 Cover floor and wall surfaces with two layers of 6-mil polyethylene sheeting sealed with tape Apply anti-slip materials to steps (if applicable) so that the polyethylene film can be firmly anchored to avoid shifting layers of sheeting. Install floor polyethylene a minimum of 10" up the walls and overlap with the wall sheeting. Where appropriate, provide support for the wall

polyethylene to reduce tension on tape and to insure that the sheeting will not fall during the course of the work. Care shall be exercised to provide an air and watertight seal of the floor to wall sheeting joints, and at openings such as doors and windows. **NOTE: 1)** The Contractor shall not be permitted to substitute the two layers of 6-mil poly sheeting with one layer of 10-mil poly sheeting. The polyethylene sheeting shall be installed as follows:

- NPE (removal of thermal systems insulation):
  floors - two (2) layers of 6-mil
  walls - two (2) layers of 6-mil

4.1.2.9 Establish a contiguous three chamber decontamination unit in accordance with OSHA 29 CFR 1926.1101(j)(1) and Article 4.2 with functional shower. Continuously maintain the work area at an air pressure that is lower than that of any surrounding outside area (negative pressure). This negative pressure, when measured across any physical or critical barrier, must equal or exceed a static pressure of **-0.02 inches of water.** Provide a manometer with a dial or strip recorder to measure and record the pressure differential across the barrier at all times. The negative pressure shall be maintained for the duration of the project until clearance air sampling results are obtained meeting the clearance criteria. **NOTE:** Should negative pressure drop below –0.02 inches of water, the Contractor shall immediately stop all work in the contained area(s) until the required pressure is achieved.

4.1.2.10 Accomplish the negative pressure by exhausting a sufficient number of HEPA filtered fan units from the work area to the outside building air using disposable flex duct in lengths no greater than 50 feet (if exhaust locations exceed 50 feet, “booster” or additional in-line units may be required). AFD exhausting onto pedestrian walkways, is prohibited. NOTE: Any AFD exhausting into the building shall be required to comply with Article 3.2.1.4 of this specification.

4.1.2.11 Install plexiglass viewing windows where feasible as directed by the Consultant.

4.1.3 Modified Negative Pressure Enclosure (Flooring Materials)

4.1.3.1 Seal all other openings from the work area, including but not limited to: doorways; windows; diffusers, return and relief grilles, and any other HVAC openings; and any other penetrations, with two layers of 6-mil polyethylene sheeting sealed with tape.

4.1.3.2 Introduce scaffolding and other large equipment that will not pass through the work area isolation structure.

4.1.3.3 Install HEPA-filtered air filtration devices (AFD) into the work area and vent exhaust ducts through openings to the outside atmosphere.

4.1.3.4 Pre clean fixed and immovable objects and/or contaminated furniture and materials (such as built-in cabinetry, shelving, lockers, water fountains, listening booths, chalk boards, bleacher seats, etc.) within the work area using HEPA-equipped vacuums and/or wet cleaning methods as appropriate, and enclose with polyethylene film and seal with tape.

4.1.3.5 Pre clean contaminated furniture and materials (such as paneling and framing, book shelving, cabinets, etc.) within the work area using HEPA-equipped vacuums and/or wet cleaning methods as appropriate. Remove any decontaminated furniture and materials from the work area and store or discard as directed by the Owner.

4.1.3.6 Establish a contiguous three chamber decontamination unit in accordance with OSHA 29 CFR 1926.1101(j)(1) and Article 4.2 with functional shower.

4.2 ASSOCIATED WORK AREA COMPONENTS

4.2.1 Decontamination Enclosure Systems

4.2.1.1 General - Build suitable framing and/or use existing rooms connected with framed-in tunnels, if necessary, and line with plastic sealed with tape at all lap joints for all enclosures and decontamination enclosure systems rooms. Either existing rooms outside of the work area or specially framed and sealed temporary areas shall be used for the decontamination enclosure system. Convenience and proximity to the work area shall be the determining factors. In all cases, access between contaminated and uncontaminated rooms or areas shall be through an airlock, as described in Section 2.3.

4.2.1.2 Worker Decontamination Enclosure System - Construct a worker decontamination enclosure system contiguous to the work area that consists of three totally enclosed chambers as follows:

- An equipment room with two curtained doorways: one to the work area and one to the shower room.

- A shower room with two curtained doorways; one to the equipment room and one to the clean room. One shower shall be provided for every ten (10) workers or fraction thereof as required by 29 CFR 1910.141(d)(3). To ensure against potential leakage, a metal pan with a minimum three-inch lip shall be installed underneath each shower facility. Ensure soap is available at all times in the shower room. The shower waste water shall be drained, collected, and filtered through a system with at least 5 to 10 micron particle size collection capability. **NOTE:** A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles. All expended filters shall be discarded as contaminated waste. Filtered water may be discharged to a sanitary or storm sewer drain.

- A clean room with one curtained doorway into the shower and one entrance or exit to uncontaminated areas of the building. The clean room shall have sufficient space for storage of workers' street clothes, towels, and other uncontaminated items.

NOTE 1: The chambers of the decontamination unit shall be built large enough to facilitate proper personnel decontamination and efficient load outs of asbestos-containing waste and/or demolition debris. The enclosure shall be large enough for workers to change in privacy. The shower area itself shall be constructed on site and shall be required to have a wood or plastic grading so at no time the worker will be standing in contaminated water. The showerhead shall be firmly attached to the shower unit. There shall be no deviation to this requirement. This type of system shall be constructed for all containment(s) where hard plaster is removed. The decontamination unit shall be thoroughly cleaned (every day) prior to the Contractor leaving the job site.

NOTE 2: Use black plastic for the walls and curtains of the worker decontamination enclosure system to ensure the privacy of the workers. The top shall be covered with clear plastic to allow existing light into the decontamination enclosure.

4.2.1.3 Maintenance of Enclosure Systems:

- Ensure that barriers and plastic linings are effectively sealed and taped. Repair damaged barriers and remedy defects immediately upon discovery.

- Visually inspect enclosures at the beginning, during and following each work shift.

4.2.2 Air Filtration System

4.2.2.1 A pressure differential between the outside and inside work area shall be maintained at all times while abatement activity is in progress. The Contractor shall not allow any airflow out of the work area except through HEPA filtered air filtration devices.

4.2.2.2 The pressure differential shall be maintained so that the movement of tools, equipment, employees and waste containers through the decontamination enclosure systems do not result in airflow out of the work area.

4.3 ASBESTOS REMOVAL AND DECONTAMINATION PROCEDURES

4.3.1. Friable Asbestos-Containing Material Removal Under Full NPE Containment – After isolation of the work area is completed as specified, wet the asbestos-containing material with amended water before and during removal. Small sections of the material shall be removed, wetted again with amended water, and immediately placed into appropriate disposal containers. All surfaces of the remaining components shall be thoroughly wet cleaned with sponges, cloths, or brushes. No visible asbestos-containing material shall remain. Containers that become full shall be sealed and labeled for transportation to an approved disposal site.

4.3.2 Wrap and Cut Methods Under Regulated Area – Wrap insulated pipe and/or fitting to be removed with two layers of 6-mil polyethylene sheeting. On piping where all the insulation is asbestos-containing, Attach glove bags at pre-determined cut locations and perform glove bag removal procedures as specified in this specification. Seal exposed end(s) of insulated line with poly sheeting and/or duct tape. The entire section to be cut out shall be wrapped with two layers of 6-mil poly sheeting prior to performing the cutting operations. Cut section of pipe at abated location and remove from the work area. **NOTES: 1)** During the work, the Contractor shall keep a poly drop cloth beneath the work area during all glove bag and cutting operations. **2)** On piping where the fitting insulation is asbestos-containing and the pipe insulation is fiberglass, remove the fiberglass up to a point where the asbestos-containing fitting will not be disturbed. The fitting(s) shall be wrapped with two layers of 6-mil poly sheeting and sealed at the ends prior to performing cutting operations. **3) Wrap and cut operations must be approved by the General Contractor and/or Consultant prior to performing the activity.**

4.3.3 Glove Bag Removal Procedures

4.3.3.1 Glove bags shall be used in strict accordance with OSHA 29 CFR 1926.1101(g)(5)(ii) and (iii). Glove bag work shall be conducted by two person teams per glovebag. Each glove bag shall only be used once and may not be moved. In the event of area contamination (i.e., breached glovebag, improper work practice, etc.) the Contractor shall immediately stop work and isolate the immediate work area (as determined by the Owner or Owner's Representative). The Contractor shall then immediately proceed with cleaning of the entire isolated area(s) using HEPA-filtered vacuuming followed by wet wiping of all surfaces.

4.3.3.2 Glove bags shall be of 6-mil thickness and shall be seamless at the bottom. Cover floor in the vicinity of the work area and six (6) feet beyond with 6-mil polyethylene sheeting. Prior to installing the glove bag, completely cover all loose and friable materials adjacent to the glove bag operation with two layers of 6-mil polyethylene or encapsulate to render material intact.

4.3.3.3 Install the glove bag so that it completely covers the circumference of the pipe where the work is to be performed.

4.3.3.4 Modifications of glove bags shall not be permitted. Install per the manufacturer's instructions. All glove bags must be smoke tested and all detectable leaks sealed prior to performing glove bag removal work.

4.3.3.5 Keep materials wet at all times during the removal process utilizing **amended water.** Immediately repair any leaks which occur during removal. Following removal of the materials, wash all materials down into the lower compartment of the glovebag. Thoroughly rinse the interior of the bag and encapsulate the interior of the bag and the substrate where the material has been removed.

4.3.3.6 Evacuate the air from inside the glovebag using a HEPA vacuum. With the removed insulation in the bottom of the bag, twist the bag several times and tape above the lower compartment to contain the material in the bottom of the bag. Remove the glovebag and promptly place in appropriate DOT asbestos waste disposal container.

All glovebag work shall be performed in teams. (two persons per glovebag).

4.3.4 Acoustical Ceiling Plaster Removal – Full Negative Pressure Containment – Once the area has been isolated per this specification, the Contractor shall be required to remove and decontaminate all light fixtures attached to the plaster ceiling system. The light fixtures/suspended ceiling support system shall be disposed of as general construction waste. All light bulbs shall be removed and containerized for recycling. All PCB-containing ballast shall be removed and containerized for recycling. Once light fixtures are removed, demolition of the entire acoustical plaster ceiling (including wire mesh and supports) shall be conducted. Material shall be kept wet during the entire removal process and gross amounts of debris shall not be allowed to build up on the floor of the contained work area. Floor cleanup shall be performed in conjunction with the removal process. Once all gross debris has been removed, final cleaning shall begin. No visible debris shall remain. Once all final cleaning has been performed and the area passes final visual inspection, the entire containment shall be locked down with an approved encapsulate prior to clearance sampling via PCM.

4.3.5 Transite – Regulated Area – Once the area has been regulated (i.e. barrier tape, remote decontamination chamber), the Contractor shall remove the transite material in a manner to avoid excessive breakage. Once the transite has been removed, it shall be wrapped in two (2) layers of 6-mil poly sheeting and labeled for proper disposal. All debris generated by the removal process shall be cleaned up by wet methods and HEPA vacuuming. **Note:** On the exterior of the building, the Contractor shall be required to place a poly drop cloth to collect any debris generated by the transite window panel removal. One the transite panels have been removed, the surrounding grass area shall be “policed” of any transite pieces that may have not been collected by the drop cloth.

4.3.6 Floor Tile Removal Methods Under Modified Containment – Once the area has been isolated per this Specification, the Contractor shall remove the floor tile using long handle scrapers and wet methods. All floor tiles shall be placed in approved reinforced bags and disposed of as asbestos-containing waste. No visible debris shall remain on the substrate. Once all removal has been completed and visual inspection performed, the Contractor shall be required to mist the entire work area with an approved encapsulate. **Note:** The Contractor shall be responsible for all demolition required in accessing all floor tile. Items include but are not limited to: cabinets sink bases, built-in’s walls added after floor tile was installed, etc. **Note:** The mastic shall be left in place.

4.3.7 Drywall Removal Methods Under Modified Containment – Once the area has been isolated per this Specification, the Contractor shall remove the drywall utilizing wet methods. All drywall shall be placed immediately in approved labeled disposal bags and disposed of as asbestos-containing waste. No visible debris shall remain. Material shall be kept wet during the entire removal process and gross amounts of debris shall not be allowed to build up on the floor of the contained work area. Floor cleanup shall be performed in conjunction with the removal process. Once all

gross debris has been removed, final cleaning shall begin. No visible debris shall remain. Once all removal has been completed and visual inspection performed, the Contractor shall be required to mist the entire work area with an approved encapsulate prior to clearance sampling via PCM. **Note:** The Contractor shall be responsible for all demolition required in accessing all specified drywall walls to be abated. Items include but are not limited to: cabinets sink bases, built-in's, etc.

4.3.8 Sinks With Under Coating – Regulated Area – Once the area has been regulated (i.e. barrier tape, remote decontamination chamber), the Contractor shall remove the sinks in a manner to avoid excessive breakage of the asbestos-containing material applied to the bottoms. Once the sink has been removed, it shall be wrapped in two (2) layers of 6-mil poly sheeting and labeled for proper disposal. All debris generated by the removal process shall be cleaned up by wet methods and HEPA vacuuming.

4.4 REMOVAL AND DISPOSAL OF CONTAMINATED WASTE

4.4.1 Fill disposal containers to a level that workers can handle safely and with ease.

4.4.2 As disposal containers are filled, seal and move them to the staging area for decontamination.

4.4.3 Clean external surfaces of containers thoroughly by wet sponging in the designated areas that is part of the equipment decontamination enclosure system. Move containers to the washroom, wet-clean each container thoroughly, and move them to the holding areas pending removal to uncontaminated areas. Place decontaminated, sealed plastic bags containing asbestos material into a second clean bag; twist the bag opening tightly, bend the twisted end downward, and seal with tape. Move all disposal containers to the holding area to await disposal at an approved landfill. If glovebag techniques are used, place the glove bag into a clean bag; twist the bag opening tightly, bend the twisted end downward, seal with tape, and then move it to the holding area. Place danger labels on containers in accordance with 29 CFR 1926.1101(k)(8)(iii). Identification labels shall also be placed on the outside of the first bag in accordance with 40 CFR Part 61, Subpart M. Ensure that containers are removed from the holding area by workers, dressed in clean coveralls, who have entered from uncontaminated areas. Ensure that workers do not enter from uncontaminated areas into the washroom of the work area; ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.

4.4.4 To prevent exceeding available storage capacity on-site as the work progresses (if applicable), remove sealed and labeled containers of asbestos waste and dispose of such containers at an authorized disposal site in accordance with disposal regulatory requirements.

4.4.5 After the waste containers are decontaminated, the Contractor may make arrangements for a hauler or truck driver from the waste disposal site to transport the asbestos waste and contaminated material to the disposal site. Transportation of all materials from each work area shall be in accordance with all applicable DOT and EPA regulations.

4.4.6 Transportation shall be by enclosed truck, trailer, or waste shipping container with the cargo area free of debris and lined with 6-mil polyethylene sheeting on floors and walls. Drums and/or bags shall be placed in the cargo area so as to prevent shifting and damage during transport. Asbestos warning signs shall be prominently posted during loading and unloading.

4.4.7 All asbestos-containing waste inside the work area shall be removed and items decontaminated before any cleanup work is started and before the isolation structures are dismantled.

4.4.8 The Contractor shall be responsible for determining current waste handling and disposal regulatory requirements and must comply with these regulations.

4.4.9 The Contractor shall ensure that all employees handling and discarding asbestos waste wear approved respiratory equipment and protective clothing.

4.4.10 In certain instances, plastic bags or fiber and metal drums may not be adequate or suitable to handle certain asbestos-containing materials. As an alternative, the Contractor may remove asbestos-containing material that is bulky or cumbersome in two layers of 6-mil plastic sheeting sealed tightly at all joints with tape and/or spray adhesive. The waste shall be properly labeled in accordance with current OSHA, DOT and NESHAP requirements before transportation to the approved disposal site. All metal waste shall be deposited and disposed of in air and water tight drums. The drums shall be properly labeled before transportation to the appointed disposal site.

4.5 CLEANUP AND DECONTAMINATION OF THE WORK AREA

4.5.1 Asbestos Cleanup - Remove visible accumulations of asbestos material and debris. Wet-clean all surfaces within the work area.

4.5.2 Clean all surfaces in the work area and any other contaminated areas with water and/or with HEPA-filtered vacuum equipment. After cleaning the work area, wait twenty-four hours to allow dust to settle, and wet-clean and/or HEPA vacuum all surfaces in the work area a second time. After completion of the second cleaning operation, visually inspect the entire work area to ensure that it is free of visible asbestos debris.

4.5.3 Sealed containers and all equipment used in the work area shall be included in the cleanup and shall be removed from work areas, via the equipment decontamination enclosure system, at an appropriate time in the cleaning sequence.

4.5.4 If the Owner finds visible accumulations of asbestos debris in the work area after cleaning, the Contractor shall repeat the wet-cleaning until the work area passes inspection.

4.5.5 When the final inspection and subsequent final clearance air monitoring survey (if performed) determines the area is free of accumulated visible asbestos debris and airborne fibers, the decontamination enclosure system shall be removed and materials from the equipment room and shower shall be disposed of as contaminated waste.

4.5.6 To prevent exceeding available storage capacity on-site as the work progresses, sealed and labeled containers of contaminated waste shall be removed and disposed of as contaminated waste (see Article 4.4).

4.6 DETERMINING ABATEMENT COMPLETION

4.6.1 Visual Inspection

4.6.1.1 The Contractor shall be required to conduct a thorough visual inspection of each work area after all asbestos-containing material has been completely removed.

4.6.1.2 Items to be checked during the visual inspection include, but are not limited to, the following:

- The adequacy of removal of asbestos-containing materials from their substrate.
- The presence of adhering material or accumulated material on exposed surfaces.

Only after the work area has passed the visual inspection will the Contractor be permitted to apply sealant materials.

4.7 SEALANT APPLICATION FOR LOCKDOWN

4.7.1 In all areas from where asbestos-containing materials are removed (including glovebag), an approved sealant shall be used to lock down residual fibers to their substrate.

4.7.2 The sealant shall be applied to all surfaces within the containment.

4.7.3 The sealant shall be applied with low-pressure airless spray equipment.

4.7.4 The sealant shall be used and applied in strict accordance to manufacturer's specifications.

4.7.5 The Contractor shall apply a thin, visible, contiguous film of sealant to all areas specified. Additional applications shall be required if the first application does not adequately cover the substrates.

4.8 FINAL AIR MONITORING

4.8.1 Final air sampling will be performed to determine and document air quality upon completion of abatement activities within full negative pressure containments. The consultant shall perform the final air sampling after the worksite has passed the final visual inspection and the polyethylene walls have been removed. Samples will be collected by use of high-volume electric sampling pumps calibrated to a maximum flow rate of 10 liters/minute. Final clearance air samples shall be collected and analyzed using Phase-Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) as described below:

4.8.1.1 Acceptable final air clearance concentrations by PCM - Final air samples will be collected from several locations in the work area and in the adjacent worker decontamination area. Samples will be analyzed by PCM using NIOSH Method No. 7400. Total airborne fiber levels in all locations in the work area (as determined by phase-contrast microscopy) must be less than 0.01 fiber/cubic centimeters of air. If any one air sample taken within the work area is equal to or greater than 0.01 fiber/cubic centimeters, the Contractor shall re-clean the work area with HEPA-filtered vacuum equipment and damp cloths/mops. A second set of final air samples will be collected and analyzed by the Consultant at the Contractor's expense. If the fiber levels in the work area still exceed 0.01 fiber/cubic centimeters, then the Contractor shall be required to wet-clean again and pay for the additional air monitoring.

End of Section

APPENDIX A

FINAL DOCUMENTATION AUDIT

Throughout the progress of the Work, the Contractor's Supervisor or Foreman of each crew shall compile the following documentation to be submitted to the Consultant at Substantial Completion. This will be done so that the "Project Record Documents" can be annotated to provide factual information regarding all aspects of the Work. The Contractor shall be required to submit all items listed below before final payment can be issued.

1. Air monitoring data.
2. Copies of all transport and disposal manifest.
3. Daily project log.
4. Accreditation and worker medical documentation for all Contractor's employees.
5. Copy of Contractor's Ohio Department of Health License.
6. Copy of Contractor's Workers Compensation/Insurance Certificates.
7. MSDS on all chemicals used on project.
8. Landfill forms/dump receipts.
9. EPA/ODOH notifications.

Close out documentation shall be forwarded to the Consultant within 30 calendar days upon completion of the project

APPENDIX B

SAFETY AND HEALTH AGREEMENT

Employee Name: _____ Social Security Number:_____

Employer's Name: _____

Employer's Address/Telephone No.: _____

Union Card Number:_____ Classification of Worker:_____

I _____, understand that the project and/or projects I will be working on at:

CAMERON PARK ELEMENTARY SCHOOL
WINTON WOODS CITY SCHOOL DISTRICT
CINCINNATI, OHIO

Involves the disturbance, handling, and removal of asbestos-containing materials and that asbestos fibers are considered a health hazard.

I understand that my company is supplying and taking all required and necessary steps for my protection from these hazards including: medical health monitoring, training, protective clothing and respirators, safety equipment, and safe working conditions necessary to protect my health and safety.

Specifically, I represent to Winton Woods City School District that I have received the necessary safety and health services, as required by Federal, State, and local laws, prior to starting my work on this project site. I have received, including but not limited to, the following safety and health services:

1. A free physical examination by a licensed physician and a printed copy of the Medical Surveillance Program.
2. Training and certification per EPA, OSHA, and ODH regulations pertaining to asbestos work.
3. Personal instruction and training on the proper use of safety equipment, clothing, working conditions and procedures.
4. Instruction and training on the proper use and fit testing of respirators and their limitations. I have received a personal respirator fit test, either qualitative or quantitative, within six months of this project for the respirator that I will be wearing on this project.

I acknowledge that safety instructions have been given to me by the company before beginning my work. I thoroughly understand these instructions and have answered the above questions truthfully. I further represent that I will comply with all Federal, State, and local regulations pertaining to my safety, health, and my activities which will affect this project.

Signed _____
Employee

Date _____

APPENDIX C

Approximate Quantities to be Removed)

Cameron Park Elementary School (approximate quantities to be removed)

2nd Floor

Room 201 – 9” Floor Tile – 800 square feet

Room 201 – Sink Undercoating – 4 square feet

Room 201 – Drywall/Compound – 210 square feet

Room 202 A&B – 9” Floor Tile – 800 square feet

Room 202 A&B – Drywall/Compound – 1,050 square feet

Room 202 A – Sink Undercoating – 4 square feet

Room 203 – 9” Floor Tile – 800 square feet

Room 203 – Drywall/Compound – 210 square feet

Room 203 – Sink Undercoating – 4 square feet

Room 204 – 9” Floor Tile – 800 square feet

Room 204 – Drywall/Compound – 190 square feet

Room 204 – Sink Undercoating – 4 square feet

Room 205 – 9” Floor Tile – 800 square feet

Room 205 – Drywall/Compound – 210 square feet

Room 205 – Sink Undercoating – 4 square feet

Room 206 – 9” Floor Tile – 800 square feet

Room 206 – Drywall/Compound – 190 square feet

Room 206 – Sink Undercoating – 4 square feet

Book Room – 9” Floor Tile – 800 square feet

Book Room – Drywall/Compound – 5 square feet

Fan Room – Fitting Insulation – 24 fittings (some in crawl space beneath floor)

Room 207 – 9” Floor Tile – 800 square feet

Room 207 – Drywall/Compound – 210 square feet

Room 207 – Sink Undercoating – 4 square feet

Room 208 – 9” Floor Tile – 800 square feet

Room 208 – Drywall/Compound – 190 square feet

2nd Floor (cont.)

Room 208 – Sink Undercoating – 4 square feet

Room 209 – 9” Floor Tile – 800 square feet

Room 209 – Drywall/Compound – 210 square feet

Room 210 – 9” Floor Tile – 800 square feet

Room 210 – Drywall/Compound – 190 square feet

Room 210 – Sink Undercoating – 4 square feet

Room 211 – 9” Floor Tile – 800 square feet

Room 211 – Drywall/Compound – 210 square feet

Room 211 – Sink Undercoating – 4 square feet

Room 212 – 9” Floor Tile – 800 square feet

Room 212 – Drywall/Compound – 190 square feet

Room 212 – Sink Undercoating – 4 square feet

Room 213 – 9” Floor Tile – 800 square feet

Room 213 – Drywall/Compound – 210 square feet

Room 213 – Sink Undercoating – 4 square feet

Room 214 – 9” Floor Tile – 800 square feet

Room 214 – Drywall/Compound – 190 square feet

Room 214 – Sink Undercoating – 4 square feet

Hallway – From Room 201 to 214 – Fitting Insulation – 21 fittings

Hallway – From Room 201 to 214 – 12” Floor Tile – 225 square feet

Hallway – From Room 201 to 214 – Drywall/Compound – 350 square feet

Room 215 – 12” Floor Tile – 840 square feet

Room 215 – Drywall/Compound – 240 square feet

Room 221 – 12” Floor Tile – 250 square feet

Room 221 – Drywall/Compound – 70 square feet

Room 221 – Fitting Insulation – 4 fittings

2nd Floor (cont.)

Room 216 – 12" Floor Tile – 840 square feet

Room 216 – Drywall/Compound – 200 square feet

Room 217 – 12" Floor Tile – 840 square feet

Room 217 – Drywall/Compound – 230 square feet

Room 218 – 12" Floor Tile – 840 square feet

Room 218 – Drywall/Compound – 200 square feet

Room 219 – 12" Floor Tile – 840 square feet

Room 219 – Drywall/Compound – 230 square feet

Room 220 – 12" Floor Tile – 840 square feet

Room 220 – Drywall/Compound – 200 square feet

Hallway – From Room 215 to 220 – Fitting Insulation – 14 fittings

Hallway – From Room 215 to 220 – 12" Floor Tile – 920 square feet

Hallway – From Room 201 to 214 – Drywall/Compound – 100 square feet

1st Floor

Air Handler Room – Fitting Insulation – 10 fittings

Kitchen Area – Fitting Insulation – 40 fittings (includes restroom/slop sink area)

Cafeteria/Gym – 9" Floor Tile – 4,000 square feet

Table Storage in Gym – Fitting Insulation – 43 fittings

Stage – 9" Floor Tile – 1,250 square feet

PE Office/Girl's Locker Room – Fitting Insulation – 33 fittings

PE Office/Girl's Locker Room – Roof Drain Insulation – 3 drains

Boy's Locker Room – Fitting Insulation – 19 fittings

Teacher's Lounge – Transite Panel – 6 square feet

Teacher's Lounge – Sink Undercoating – 4 square feet

Lobby/Hallway – Acoustical Ceiling Plaster – 2,750 square feet

1st Floor (cont.)

Lobby/Hallway – Fitting Insulation – 35 fittings

Room 108 – 9" Floor Tile – 350 square feet

Room 108 – Fitting Insulation – 8 fittings

Room 108 – Transite Panel – 6 square feet

Men's Restroom – Transite Panel – 6 square feet

Women's Restroom – Transite Panel – 6 square feet

Women's Restroom – Fitting Insulation – 12 fittings

Principal's Office – Transite Panels – 12 square feet

Principal's Office – 9" Floor Tile – 144 square feet

Work Room – Transite Panels – 12 square feet

Work Room – 9" Floor Tile – 144 square feet

Main Office – Transite Panels – 18 square feet

Main Office – 9" Floor Tile – 385 square feet

Office Storage Room – Transite Panel – 6 square feet

Office Storage Room – 9" Floor Tile – 70 square feet

Clinic – Transite Panels – 12 square feet

Clinic – 9" Floor Tile – 160 square feet

Clinic – Sink Undercoating – 4 square feet

Room 105 – Transite Panels – 18 square feet

Room 105 – 9" Floor Tile – 760 square feet

Room 105 – Sink Undercoating – 4 square feet

Room 105 – Drywall/Compound – 190 square feet

Room 105 Kitchenette – 9" Floor Tile – 90 square feet

Room 105 Kitchenette – Sink Undercoating – 4 square feet

Room 105 Kitchenette – Drywall/Compound – 100 square feet

Room 106 – 9" Floor Tile – 760 square feet

1st Floor (cont.)

Room 106 – Sink Undercoating – 4 square feet

Room 106 – Drywall/Compound – 190 square feet

Room 106 – Fitting Insulation – 16 fittings

Book Room – Transite Panel – 6 square feet

Book Room – 12" Floor Tile – 85 square feet

Book Room – Drywall/Compound – 5 square feet

Boy's Restroom – Transite Panel – 6 square feet

Girl's Restroom – Transite Panel – 6 square feet

Custodial Closet – Transite Panel – 6 square feet

Custodial Closet – Fitting Insulation – 23 fittings

Book Room – Drywall/Compound – 50 square feet

Fan Room – Transite Panels – 12 square feet

Fan Room – Fitting Insulation – 150 fittings

Room 101 – Transite Panels – 12 square feet

Room 101 – 9" Floor Tile – 800 square feet

Room 101 – Sink Undercoating – 4 square feet

Room 102 – Transite Panels – 12 square feet

Room 102 – 9" Floor Tile – 800 square feet

Room 102 – Sink Undercoating – 4 square feet

Room 103 – Transite Panels – 12 square feet

Room 103 – 9" Floor Tile – 800 square feet

Room 103 – Sink Undercoating – 4 square feet

Room 104 – Transite Panels – 12 square feet

Room 104 – 9" Floor Tile – 800 square feet

Room 111 – Fitting Insulation – 22 fittings

Room 112 – Fitting Insulation – 45 fittings

1st Floor (cont.)

Room 112 – 12" Floor Tile – 800 square feet

Throughout Building

Fluorescent Light Bulbs (4') – 1,244 bulbs

Sodium Light Bulbs –8 bulbs

Ballast – 637 ballast

End of Inventory

CONSTRUCTION LIMITS

DEMOLISH EXISTING STRUCTURES, PAVEMENT, ETC. IN THIS AREA. REGRADE TO MAXIMUM 4:1 SLOPE; REGRADE TO MINIMUM 2% SLOPE TO ACCOMMODATE 210' X 150' SOCCER FIELD INDICATED (ON 2% SLOPE). RED CONTOUR LINES INDICATE APPROXIMATE NEW GRADES. REGRADE SITE AS REQUIRED TO OBTAIN MINIMUM 3" TOPSOIL ON ALL REGRADED SOIL. PROVIDE SILT FENCES/EROSION CONTROL. SEED AND STRAW/ ESTABLISH GRASS.

772'
770'
768'
766'
764'
762'

Upper Level Elev. = 773'-8" ±

Lower Level Elev. = 761'-0" ±

760'

EXISTING PAVEMENT TO REMAIN IN THIS AREA. SAW CUT TO SEPARATE FROM AREA TO BE DEMOLISHED.

758'

Gym Level Elev. = 759'-8"±

762'

760'

EXISTING STORM DRAINAGE SYSTEM TO REMAIN. PROTECT EXISTING STORM DRAIN LINES, CATCH BASINS AND MANHOLES IN THIS AREA.

CUT IN NEW SWALE AS INDICATED. PROVIDE EROSION CONTROL/ESTABLISH GRASS

CAMERON PARK ELEMENTARY DEMOLITION SITE PLAN

JULY 20, 2010