PROJECT MANUAL

BID SET

DCSD PLUMBING IMPROVEMENTS PROJECT
OLDE SAWMILL ELEMENTARY SCHOOL
COFFMAN HIGH SCHOOL
BACKFLOW PREVENTERS

AEC PROJECT NO. 25-002-007

November 13, 2026

DUBLIN CITY SCHOOLS

PREPARED BY:

AEC

ADVANCED ENGINEERING CONSULTANTS LLC
1405 DUBLIN ROAD, COLUMBUS, OH 43215
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NOTICE TO BIDDERS

Sealed bids will be received by the Board of Education of the Dublin City School District for the Plumbing Improvements Projects at Olde Sawmill Elementary School and Coffman High School.

The bids will be received at:

6371A Shier Rings Road
Dublin, Ohio, 43016
Attention: Jeff Stark, Chief Operating Officer

until 2:00 p.m. local time on December 17, 2026, and will be opened and publicly read and recorded immediately thereafter.

The contract documents, including the notice to bidders, may be obtained at:

https://www.dublinschools.net/departments/operations/bids-and-rfps

Instructions to Bidders

PROJECT:

Dublin City School District, DCSD Plumbing Improvements Project – Olde Sawmill Elementary School and Coffman High School.

THE OWNER:

Board of Education of the Dublin City School District
6371A Shier Rings Road
Dublin, Ohio, 43016

THE PROFESSIONAL DESIGN FIRM PROVIDING ARCHITECTURAL OR ENGINEERING SERVICES FOR THE PROJECT (THE "ARCHITECT"):

Advanced Engineering Consultants
1405 Dublin Road
Columbus, Ohio 43215

INQUIRIES REGARDING BIDDING DOCUMENTS:

Inquiries regarding the Bidding Documents, including requests for clarifications or interpretations, request for information, or proposal of substitutions shall be submitted by e-mail to the Architect to the attention of Gavin Lim at:

gavin.lim@aecmep.com

The subject line of the e-mail should clearly reference the Project as named above.

ESTIMATE:

The estimated Cost of the Work for the Project is as follows:

Base Bid $198,000

PRE-BID MEETING:

There will be Pre-Bid Meetings for all Bidders as follows:

Date/Time: November 19, 2026, at 10:00 a.m.

Location: Olde Sawmill Elementary School
2485 Olde Sawmill Boulevard
Dublin, Ohio 43016

The Pre-Bid meeting will then proceed from Olde Sawmill Elementary School to Coffman High School

DATE OF SUBSTANTIAL COMPLETION:

July 30, 2027

BID OPENING:

In addition to attending the public bid opening, Bidders may observe the public Bid opening live at the following link:

https://www.youtube.com/@DublinCitySchoolsOH/streams

ARTICLE 1. DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the Contract Documents plus any other item designated as a Bidding Document. The Bidding Requirements consist of the Notice to Bidders, Instructions to Bidders, the Bid Form, Bid Guaranty, bond (as required under Section 4.2.1), and other sample bidding and contract forms. The Contract Documents, which are inclusive of the Bidding Requirements, are enumerated and defined in the Agreement between the Owner and Contractor. Definitions set forth in the Agreement between Owner and Contractor or in other Contract Documents are applicable to the Bidding Documents.

1.2 Addendum or Addenda are written or graphic instruments issued by the Architect prior to the opening of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.3 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.4 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.5 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted on the Bid Form in accordance with the Bidding Documents.

1.6 A Bidder is a person or entity who submits a Bid.

1.7 The Bid Form is the form furnished in the Bidding Documents that is to be completed, signed, and submitted containing the Bidder's Bid.

1.8 Bid Guaranty means a bond or other instrument of security authorized by Ohio Revised Code Section 153.54 submitted with the Bid in accordance with Section 4.2 to provide assurance that the Bidder will execute the Agreement.

1.9 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

ARTICLE 2. BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site and surrounding area, become familiar with the conditions under which the Work is to be performed (including but not limited to the condition, layout and nature of the site and surrounding area; the availability and cost of labor; the availability and cost of materials, supplies and equipment; the costs of temporary utilities required in the Bid; the cost of any required permit or license; the usual weather conditions of the Project location; conditions bearing upon transportation, disposal, handling and storage of equipment, materials and waste; and subsurface and concealed physical conditions and related information provided in the Bidding Documents) and has correlated the Bidder's personal observations with the requirements of Bidding Documents.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.2 By submitting its Bid, the Bidder understands and agrees that the Contract Sum, based on its Bid and as amended by Change Orders, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Separate Contractors or their agents and employees.

2.3 The Bidder agrees that the Bidder will make no request for additional compensation or mitigation of Liquidated Damages for any such interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of the Contract Time which may be provided by the Owner in accordance with the Bidding Documents.

ARTICLE 3. BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Notice to Bidders in the number and for the dollar amount, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request for information to the Architect at least seven (7) days prior to the date for receipt of Bids. By submitting its Bid, each Bidder represents and agrees, based upon its careful and diligent review of the Bidding Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Bidding Documents for which it has not timely notified the Architect. Bidders who fail to timely provide notification and to request clarification will be expected to overcome such conditions without additional compensation.

3.2.3 Interpretations, corrections and changes of the Bidding Documents if determined by the Architect to be warranted will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.2.4 In interpreting the Bidding Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise defined in the Bidding Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

3.2.5 When the Bidding Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted, and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday. The term "day" as used in the Instructions to Bidders shall mean a calendar day unless otherwise noted.

3.2.6 Bidder is required to comply with all requirements of the Bidding Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been submitted to the Architect at least seven (7) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted, the reason for the requested substitution, a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, drawings, performance and test data, any other information necessary for an evaluation, and a certification from the Bidder that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified. A statement setting forth changes in other

materials, equipment or other portions of the Work, including changes in the work of Separate Contractors that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Approvals made in any other manner will not be binding, and Bidders shall not rely upon them. The Architect's decision will be final.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted by e-mail or facsimile, posted to the Owner's website set forth in the Notice to Bidders, posted to an FTP site, or otherwise furnished to each firm's contact person of record. It is essential that Bidders provide full and accurate contact information to the Owner, including e-mail addresses.

3.4.2 All Bidders will be presumed to have actual knowledge of all Addenda distributed in the manner set forth in Section 3.4.1, and Bidders shall not avail themselves of incomplete knowledge and/or lack of familiarity of the Bidding Documents and any Addenda thereto resulting from the Bidder's failure to provide accurate contact information to the Owner, a Bidder's failure to check the Owner's website, or a Bidder's failure to otherwise ascertain delivery of an Addendum

3.4.3 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.5 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 for opening of Bids shall be extended one week with no further advertising of Bids required.

3.5.1 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid may be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum, or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed in any material manner.

3.6 BASIS OF DESIGN AND ACCEPTABLE COMPONENTS

3.6.1 The Bidding Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements. The component listed first is the basis of design component, and other listed components are acceptable components. If the Bidder includes an acceptable component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

ARTICLE 4. BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 The Bidder is strongly encouraged to attend any pre-bid meetings where questions will be received regarding the Bidding Documents. Each Bidder will be determined to have actual knowledge of all information provided or discussed at the pre-bid meeting, and additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

4.1.2 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.3 The Owner may solicit Bids which combine two or more bid packages. The individual Base Bid amounts of each separate bid package need not total the combination Base Bid amount. The Owner reserves the right to accept or reject any or all separate Bids or combination Bids, in whole or in part, and in any order.

4.1.4 All blanks on the Bid Form shall be legibly filled in using a non-erasable medium, and interlineations, alterations and erasures must be initialed in ink by the signer of the Bid.

4.1.5 Sums shall be expressed in both words and figures. In case of discrepancy between the amount in words versus the amounts in figures, the lowest amount shall control, whether expressed in numbers or words.

4.1.6 The wording on the Bid Form shall be used without change, alteration or addition. Any change in the wording or omission of specifying accompanying documents may cause the Bid to be rejected.

4.1.7 When an Alternate is listed on the Bid Form, the Bidder shall fill in the blank with an amount to add to or deduct from the Base Bid. Voluntary Alternates are prohibited from becoming the basis of the Contract award.

4.1.7.1 If no change in the Bid amount is required, indicate "No Change" or "$0 dollars."

4.1.7.2 When the Bid Form provides for quoting either an addition or deduction for an Alternate, indicate whether the amount is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction. Methods for indicating a negative number may include preceding the number by a minus sign, enclosing the number in parenthesis, or, when provided on the Bid Form, by circling "DEDUCT" or similar words.

4.1.7.3 Failure to make an entry, or an entry of "No Bid," "N/A," or similar entry for any Alternate shall cause the Bid to be nonresponsive if that Alternate is selected. If the Alternate is not selected, such an entry on that Alternate will not itself render a Bidder nonresponsive.

4.1.8 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation. For a Bid submitted by an agent, the Owner may require submission of a current power of attorney certifying the agent's authority to bind the Bidder. The Bidder may be required to provide evidence of legal authority to perform within the jurisdiction of the Work.

4.1.9 In determining which Bid is the lowest, the Owner shall consider the Base Bid and any Alternate or Alternates which the Owner decides to accept in the Owner's sole and absolute discretion. The Owner shall have the right to accept Alternates in any order or combination as desired by the Owner and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. The Bidder further understands and acknowledges that use of Alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder understands that based on Alternates selected by the Owner, the Contract award to the lowest responsible Bidder may result in an award to a Bidder other than the Bidder that submitted the lowest Base Bid.

4.1.10 When two or more Bids are equal, in the whole, or in any part thereof, and are lower than any others, and the Owner has determined the Bidders to be responsible, the Owner may do either of the following in the Owner's sole discretion: (1) accept either of such equal bids, but in no case shall the Work be divided between such Bidders, or (2) select one Bidder by lot in the presence of all Bidders in such manner as the Owner shall determine and such selection shall be final, and if one of the Bidders refuses to participate in or fails to be present, the selection shall be made among the participating Bidders.

4.1.11 UNIT PRICES.

4.1.11.1 If Unit Prices are requested on the Bid Form, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the Bid Form and the actual quantities provided. If Unit Prices are stated to be sought only for informational purposes, they shall not be included in the Bid amount.

4.1.11.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

4.1.11.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern, and a corrected extension of such Unit Price shall be made.

4.1.11.4 The Bidder agrees that the Owner may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract.

4.1.12 ALLOWANCES

4.1.12.1 If allowances are provided in the Bidding Documents, including the Bid Form, the amount of each applicable allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the allowance and the actual cost of the related Work provided.

4.2 BID GUARANTY/BOND

4.2.1 A Bid Guaranty payable to the Owner and meeting the requirements of Ohio Revised Code Section 153.54 shall be submitted with the Bidders Bid in the form of either (i) a bid guaranty and contract bond meeting the requirements of Ohio Revised Code Sections 153.54(A)(1), 153.54(B) and 153.571 or (ii) a certified check, cashier's check or letter of credit meeting the requirements of Ohio Revised Code Sections 153.54(A)(2) and 153.54(C). The Bid Guaranty shall serve as an assurance that the Bidder will, upon acceptance of the Bid by the Owner, comply with all conditions for the execution of the Contract within the time specified.

4.2.1.1 The amount of the bid guaranty and contract bond under Section 4.2.1(i) herein should be the full amount of the Bidder's Base Bid plus all add Alternates with no deduction for any deduct Alternates; a percentage is not acceptable. If the blank line on the bid guaranty and contract bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus all accepted Alternates. If an amount is inserted, then the failure to state an amount equal to or greater than the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. If the successful Bidder provided a bid guaranty and contract bond as its Bid Guaranty under Section 4.2.1(i) and this Subsection 4.2.1.1, then the bid guaranty and contract bond shall become the performance and payment bond.

4.2.1.2 A certified check, cashier's check or letter of credit under Section 4.2.1(ii) herein should be equal to ten (10) percent of the Base Bid plus all add Alternates, and a failure to provide an amount equal to or greater than ten (10) percent of the total of the Base Bid plus all add Alternates that are accepted shall make the Bid non-responsive. Any letter of credit shall be revocable only by the Owner. Successful Bidders that provide a Bid Guaranty in the form of a certified check, cashier's check or letter of credit under Section 4.2.1(ii) and this subsection 4.2.1.2 shall, at the time of signing the Contract, provide a performance and payment bond meeting the requirements of Ohio Revised Code Sections 153.54(C) and 153.57.

4.2.1.3 A bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. A bond must be signed by an authorized agent of an acceptable surety bonding company and by the Bidder. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and a copy of that insurance company's certificate of compliance should be attached to the bond. Each bond shall also be supported by a power of attorney for the agent signing for the surety.

4.2.2 FORFEITURE

4.2.2.1 If for any reason, other than as authorized by Sections 4.4 and 4.5 herein, the Bidder fails to execute the Contract, and the Owner awards the Contract to another subsequent Bidder which the Owner determines is the lowest responsible Bidder, the Bidder who failed to enter into a Contract shall be liable to the Owner for the difference between such Bidder's Bid amount and the Bid amount of the subsequent Bidder awarded the Contract, but not to exceed ten (10) percent of the Bid amount of the Bidder who failed to enter into a Contract. For purposes of this Section 4.2.2, the Bid amount shall mean the Base Bid and Alternates selected by the Owner.

4.2.2.2 If the subsequent Bidder also fails or refuses to execute the Contract, the liability of such subsequent Bidder shall be the amount of the difference between the Bid amount of such subsequent Bidder and the Bid amount of another subsequent Bidder which the Owner determines is the lowest responsible Bidder, but not in excess of ten (10) percent of the Bid amount of the subsequent Bidder who failed to enter into a Contract. Liability on account of an award to each succeeding lowest responsible Bidder shall be determined in like manner.

4.2.2.3 If the Owner does not award the Contract to another Bidder which the Owner determines is the next lowest responsible Bidder, but resubmits the Project for bidding, the Bidder failing to execute the Contract shall be liable to the Owner for the costs in connection with the resubmission, of printing new Bidding Documents, required advertising and printing and mailing notices to prospective Bidders, but not to exceed ten percent (10%) of such Bidder's Bid amount.

4.3 SUBMISSION OF BIDS

4.3.1 The Bid, the Bid Guaranty and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bid and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the sealed Bid envelope is enclosed in another envelope for purpose of delivery, the exterior envelope shall also be addressed to the party receiving the Bid and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.

4.3.2 Bids shall be delivered to the designated location not later than the time and date for receipt of Bids. The cancellation or delay of the normal business activities of the Owner shall not be construed as an extension of the time and date for the receipt and opening of Bids. Bids received after the time and date for receipt of Bids will be returned unopened regardless of the reason for the delay.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids, regardless of the method of delivery. Ample time should be allowed for transmittal of Bids. Bidders should secure correct information relative to the probable time of arrival at the place where Bids are to be opened.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

4.3.5 Form of Bid

4.3.5.1 Bids shall not contain a recapitulation of the Work to be done.

4.3.5.2 Before submitting a Bid, Bidders should carefully examine all of the Bidding Documents, visit the site and fully inform themselves as to all existing conditions and limitations that may affect the Work, including prevailing climate conditions and when the Work will be performed. Each Contractor shall be responsible for its portion of the Work regardless of what Drawing it may appear on or Specification division it is described in.

4.4 MODIFICATION OR WITHDRAWAL OF BID PRIOR TO BID OPENING

4.4.1 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A modification to the Bid amount shall be worded as not to reveal the amount of the original Bid, and changes shall provide an amount to be added to or subtracted from the Bid amount so that the final Bid amount can be determined only after the sealed envelope is opened.

Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. The Bid Guaranty shall be in an amount sufficient for the Bid as resubmitted.

4.5 WITHDRAWAL OF BID AFTER BID OPENING

4.5.1 Following the Bid opening, withdrawal of Bids shall be governed by Ohio Revised Code Section 9.31.

4.5.2 A Bidder may withdraw a Bid from consideration after the Bid opening if the Bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the Bid amount.

4.5.2.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Owner within two (2) business days after the conclusion of the bid opening. The Owner reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

4.5.2.2 No Bid may be withdrawn under Section 4.5.2 which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.5.3 If a Bidder withdraws its Bid under Section 4.5.2, the Owner may award the Contract to the next lowest responsible Bidder, or reject all Bids and rebid the Project. In the event the Owner rebids the Project, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Bidding Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Owner finds that these costs would not have been incurred but for the withdrawal.

4.5.4 If the Owner contests the right of a Bidder to withdraw a Bid pursuant to Section 4.5.2, it shall hold a hearing within ten (10) days after the Bid opening and the Owner shall issue an order allowing or denying the claim of this right within five (5) days after the hearing is concluded. The Owner shall give the withdrawing Bidder timely notice of the time and place of the hearing. The Owner shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing, and the Bidder shall pay the costs of the hearing. Pursuant to Ohio Revised Code Section 119.12, the Bidder may appeal the order of the Owner.

4.5.5 In the event the Owner denies the request for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Owner may reject all Bids or award the Contract to the next lowest responsible Bidder.

4.5.6 A Bidder who is permitted to withdraw a Bid under Section 4.5.2 shall not supply material or labor to, or perform a subcontract or other work for, the person to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted, without the Owner's prior written consent. The person to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the Owner in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided for in Ohio Revised Code Section 2913.31.

4.5.7 A request for a withdrawal of a Bid that is made more than two business days after the conclusion of the Bid opening shall be subject to Section 4.2.2 herein.

ARTICLE 5. CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders. Bids will be recorded showing the date and time received. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be accepted for the premature opening of a Bid not properly addressed and identified.

5.1.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

5.1.3 The contents of the Bid envelope shall be a public record and open for inspection, upon request, at any time after the completion of the entire Bid opening, except for any information that is not a public record under Ohio law.

5.1.4 All Bids shall remain open for acceptance for sixty (60) days following the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.

5.2 BID EVALUATION

5.2.1 The Owner shall have the right in its sole discretion to reject any or all Bids and submit the Project or any components thereof for rebidding. A Bid not accompanied by a required Bid Guaranty or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.2.2 The Owner will have the right to take such steps as it deems necessary to determine the responsibility of the Bidder and the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner and Architect such data for this purpose as they may request. Such data may include but not be limited to:

5.2.2.1 Overall experience of the Bidder, including number of years in business under present and former business names. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining the overall experience of the Bidder;

5.2.2.2 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;

5.2.2.3 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA or other regulating entity issues or citations in the last ten (10) years;

5.2.2.4 Additional financial information, including certified financial statements, bank references, and information concerning Bidder as reported by Dun & Bradstreet and other similar reporting services, all of which shall be confidential except under proper order of a court and shall not constitute a public record under Ohio Revised Code 149.43;

5.2.2.5 Description of relevant equipment and facilities of the Bidder;

5.2.2.6 Description of the management experience of the Bidder's project manager(s) and superintendent(s);

5.2.2.7 Complete list of Subcontractors which the Bidder proposes to employ on the Project;

5.2.2.8 Current Ohio Workers' Compensation Certificate;

5.2.2.9 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action;

5.2.2.10 Any prior rejections of a Bid submitted by the Bidder on a public project.

5.2.3 Failure to timely submit the requested information may be grounds for rejecting the Bid.

5.2.4 The right is reserved to reject Bids where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is a responsible Bidder.

5.2.5 Bids which contain qualifications or conditions that are contrary to the text or intent of the Bidding Documents, and which are inserted in the Bid or submitted subsequent to the Bid opening for the purpose of limiting or otherwise qualifying the obligations of the Bidder, outside of the text or intent of the Bidding Documents, may be subject to disqualification.

5.2.6 The Owner 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 its obligations to subcontractors, material persons, or employees.

5.2.7 The Owner reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the Bid amount or otherwise give the Bidder a competitive advantage and provided that the Bidder is otherwise responsive. The Owner reserves the right to reject bids that are not responsive.

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

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Subject to the right of the Owner to reject each and every Bid, the Owner will award the Contract for the Work to the lowest responsible Bidder. In determining which Bid is the lowest responsible Bid, the Owner may take into consideration not only the amount of the Base Bid and the Bids for any Alternate the Owner determines to accept but such of the following criteria as Owner, in its discretion, deems appropriate, and Owner may give such weight thereto as it deems appropriate:

5.3.1.1 The Bidder's financial condition and ability to complete the Contract successfully without resort to its surety;

5.3.1.2 The Bidder's prior experience, including experience with similar work on comparable or more complex projects;

5.3.1.3 The management skills of the Bidder, including the competency and experience of the Bidder's proposed supervisory and management staff and the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning and electrical branches or classes of the Work;

5.3.1.4 The Bidder's prior history for the successful and timely completion of projects;

5.3.1.5 The Bidder's equipment and facilities;

5.3.1.6 The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;

5.3.1.7 The Bidder's 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 Bidding Documents and on time;

5.3.1.8 The Bidder's history of compliance with federal, state, and local laws, rules, and regulations;

5.3.1.9 A Bidder who submits a Bid for Work as a mechanical contractor or which includes mechanical contracting (i.e., electrical, plumbing, hydronics, refrigeration or heating, ventilating and air conditioning) shall submit evidence of licensure of the Bidder or applicable subcontractor by the Ohio Construction Industry Licensing Board;

5.3.1.10 The Owner's prior experience with the Bidder's surety;

5.3.1.11 The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for Bidder;

5.3.1.12 The Bidder's ability to work with the Owner, Architect and other Project personnel as a willing, cooperative and successful team member;

5.3.1.13 The Bidder shall certify it has not had a professional license revoked in the past five years in Ohio or in any other state;

5.3.1.14 The Bidder shall certify it has not been debarred from any public contract, federal, state or local, in the past five years;

5.3.1.15 Other essential factors as deemed appropriate by the Owner;

5.3.1.16 The foregoing information with respect to each of the subcontractors and suppliers that the Bidder intends to use on the Project.

ARTICLE 6. POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect as promptly as possible but no later than 48 business hours after Bid opening a statement of the Bidder's qualifications. Unless a qualifications statement is contained in the Project manual, Bidder shall use the AIA A305 form. Bidder shall thereafter promptly provide to the Architect no later than 24 business hours after request such additional information as the Architect may reasonably request regarding the Bidder's responsibility.

6.2 SUBMITTALS

6.2.1 The Bidder shall within 48 hours after Bid opening, or such longer time as may be permitted by Owner, furnish to the Owner through the Architect in writing the following information. Failure to submit this information within the required time may be grounds for rejection of the Bid:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work;

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work;

.4 the list of all proposed Subcontractors and suppliers; and

.5 the breakdown of the labor and material for the Project, including the sum thereof.

6.2.2 The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish materials and perform the Work described in the Bidding Documents.

6.2.3 Prior to the execution of the Contract, the Owner will notify the Bidder in writing if, after due investigation, the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder shall submit an acceptable substitute person or entity at no additional cost to Owner.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

6.3 NOTICE OF INTENT TO AWARD

6.3.1 The Owner shall notify the apparent successful Bidder of the Owner's intent to award the Bid of the Bidder. Following such notice, the Bidder shall submit the information listed in Section 8.4 as well as such additional information as required by Owner. The Owner reserves the right to rescind the notice if the Owner determines the notice was issued in error. The failure to submit required information or to meet the conditions specified in Section 8.4 herein on a timely basis may result in the determination that the Bidder is not the lowest responsible Bidder.

6.3.2 It is understood that notification of the Owner's intent to award does not constitute the formation of a Contract between Owner and Bidder, and it is further understood that acceptance by the Owner's governing body of the Bidder's Bid and the execution of a formal written Agreement by both the Owner and Bidder, which Agreement must contain a fiscal officer certificate as required by statute, are conditions to the formation of a Contract.

ARTICLE 7. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on the Form of Agreement Between Owner and Contractor as contained in the Bidding Documents.

ARTICLE 8. SUPPLEMENTAL BIDDING INFORMATION

8.1 Communications for the administration of the Contract shall be as set forth in the Contract and, in general, shall be through the Architect.

8.2 If the Owner and a Bidder enter into a contract within 60 days of the Bid opening, the Contractor shall pay any and all material, labor or Subcontract cost increases which have occurred since the Bid opening. Contracts entered into beyond the 60-day period may contain additional amounts for cost increases if the cause for delay is not the fault of the Contractor.

8.3 By submitting a Bid, the Bidder represents that the Bidder is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Bidder has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under this section.

8.4 Prior to the signing of a Contract, the successful Bidder shall furnish:

8.4.1 Certificates of insurance meeting the requirement of the Contract.

8.4.2 Performance and payment bond (if required by, and not already provided in accordance with, Section 4.2 herein).

8.4.3 Ohio Workers' Compensation Certificates.

8.4.4 If a Bidder is a foreign corporation (e.g., not incorporated under the laws of Ohio) it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to conduct business in the state of Ohio.

8.4.5 If a Bidder is an individual or partnership, nonresident of the State, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive.

8.4.6 Tax affidavit (Ohio Revised Code Section 5719.042).

8.4.7 Proof of enrollment in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program or an equivalent program in accordance with Ohio Revised Code Sections 153.03 to 153.031.

8.5 The award of the Contract and the execution of the Contract are based upon the expectation that the lowest responsible Bidder will comply with the requirements of Section 8.4. Noncompliance with the requirements within five (5) days of the date that the Bidder is notified of the notice of intent to award the Contract in accordance with Section 6.3 herein shall constitute a failure of the Bidder to execute the Contract and be cause for the Owner to cancel the award to the Bidder and to award the Contract to another Bidder which the Owner determines is the next lowest responsible Bidder, or resubmit the Contract for bidding, at the discretion of the Owner. The Owner may extend the time for compliance with the conditions for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract.

DRAFT

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

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

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

Board of Education of the Dublin City School District
6371A Shier Rings Road
Dublin, Ohio 43016

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

« »« »
« »
« »
« »

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

Dublin City School District, DCSD Plumbing Improvements Project – Olde Sawmill Elementary School and Coffman High School

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

Advanced Engineering Consultants
1405 Dublin Road
Columbus, Ohio 43215

The Owner and Contractor agree as follows.

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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~~EXHIBIT A INSURANCE AND BONDS~~

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Bidding Requirements, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirement.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents and reasonably inferable, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: «August 1, 2027»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

~~«~~§ 4.5.1 If the Contractor shall fail, neglect, and/or refuse to attain Substantial Completion of the Work by the date set forth in Section 3.3.1, Contractor shall be subject to liquidated damages (not a penalty) at the rate set forth below per calendar day for the total number of days the portion of that Work is delayed beyond the required Substantial Completion date:

LIQUIDATED DAMAGES

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Contract Sum	Dollars Per Day
$100,000.00 or less	$250.00
$100,000.01 to $500,000.00	$500.00
$500,000.01 to $2,000,000.00	$1,000.00
$2,000,000.01 to $5,000,000.00	$2,000.00
$5,000,000.01 to $10,000,000.00	$2,500.00
More than $10,000,000.00	$3,000.00

Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work and shall be in addition to any other remedies available to Owner. The Owner may deduct liquidated damages from any unpaid amounts then or thereafter due Contractor. Any liquidated damages not so deducted shall be payable by the Contractor to the Owner upon demand. Liquidated damages are not intended to compensate the Owner for any damages the Owner incurs on account of any direct damages and claims attributable to the Contractor that are brought by others, including Separate Contractors.

~~»~~

~~**§ 4.6** Other:~~

~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~

~~«»~~

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner and the Architect by the Contractor, such other supporting information and documentation as the Owner and Architect may require, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The Contractor shall utilize AIA Document G-702, Application and Certificate for Payment unless a different form is designated by Owner or Architect.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.~~, or as follows:~~

~~«»~~

§ 5.1.3 Provided that an Application for Payment and all supporting information and documentation is received by the Architect not later than the «fifth» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than thirty (30) days following receipt by the Architect~~the «last» day of the «» month~~. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The Contractor shall utilize AIA Document G-703 in submitting its schedule of values unless a different form is designated by Owner or Architect.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Retainage shall be governed by the requirements of Ohio Revised Code Chapter 153.

(a) Labor. Payments for labor performed will be at the rate of ninety six percent (96%) of the amount set forth in the Contractor's Application for Payment and approved by the Architect.

(b) Materials and Equipment. There shall be paid to the Contractor a sum at the rate of ninety-two percent (92%) of the invoice costs, not to exceed the scheduled value, of material delivered on the site of the Work, or suitably stored off site. The balance of the scheduled value will be payable when the materials and equipment are incorporated into the Project and accepted by Owner. The Contractor shall be paid at the rate of one hundred percent (100%) of the scheduled value for materials incorporated into the Project. Incorporated into the Project means such materials and equipment are installed and conform to the requirements of the Project. Partial or full payment to the Contractor for material, equipment, or Work in place shall not start any applicable warranty period.

(c) It shall be within the Owner's discretion to determine the type of investment account for placement of retainage, and interest earnings payable to the Contractor on the retainage is limited to just interest accrued on that retainage in the investment account selected by Owner.

(d) No Subcontractor shall be paid at a rate lower than the rate being paid to the Contractor under this Section 5.1.7.1.»

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A»

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§ 5.1.7.2 [intentionally Deleted]. ~~Reduction or limitation of retainage, if any, shall be as follows:~~
~~(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)~~

~~«»~~

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«Owner may continue to withhold retainage in an amount reasonably necessary to assure final completion of the Work.»

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.~~, or as follows:~~

~~«»~~

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«N/A» % «N/A»

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

~~«»~~
~~«»~~
~~«»~~
~~«»~~

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§ 6.2 Binding Dispute Resolution

For any ~~Claim~~ dispute subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[«X»] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

«N/A – there shall be no termination fee.»

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as modified, amended or supplemented by the Owner or other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Jeff Stark, Chief Operating Officer
Dublin City School District»
6371A Shier Rings Road
Dublin, Ohio 43016
Phone: (614) 760-4323
E-mail: stark_jeff@dublinschools.net

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201–2017~~AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds,~~ and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds meeting the requirements of Ohio Revised Code Section 153.54 and elsewhere in the Contract Documents. ~~as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.~~

§ 8.6 [Intentionally Deleted].~~Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~
~~(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

§ 8.7 Other provisions:

~~«~~**§ 8.7.1 Award of Subcontracts and Other Contracts for Portions of the Work**

§ 8.7.1.1 Unless otherwise required by the Contract Documents or the Bidding Documents, within seven (7) days after the date of commencement of the Work, the Contractor shall submit the names of the Subcontractors, persons or entities it proposes to use, including those who are to furnish materials or equipment, the subcontract amount, and a list of such materials or equipment including the manufacturer thereof. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect has reasonable objection to any such Subcontractor, person or entity. Copies of bids or other proposals from such Subcontractors, persons or entities shall, upon request of the Owner or Architect, be submitted to the Owner and the Architect.

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

§ 8.7.1.3 If the Owner or Architect has reasonable objection to a Subcontractor, person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 8.7.1.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner and the Architect of the proposed substitution of a Subcontractor, person, or entity a minimum of 10 days prior to the proposed change. The Owner may require the Contractor to change a Subcontractor, person or entity previously approved.

§ 8.7.2 Progress Meetings

~~«~~ ~~»~~

§ 8.7.2.1 The Architect may, as Architect deems necessary, schedule progress meetings for all Contractors. The purpose of the progress meeting is to review progress in the Work, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems. The Contractor shall attend and shall be represented at every progress meeting by a person authorized with signature authority to make decisions regarding possible modification of the Contract Documents, and the Contractor shall have any of the Contractor's Subcontractors and material suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Architect.

§ 8.7.3 If all or part of any funds of the Contractor that are held by the Owner, whether it be retainage, escrowed funds, unpaid balance of the Contract Sum or otherwise, should be attached, garnished or levied upon under any order of court, or if the delivery thereof shall be stayed or enjoined by any order of court, or if any other writ, order, judgment, or decree shall be made or entered by any court affecting the held funds, or any part thereof whether with or without jurisdiction, and in case Owner obeys and complies with any such writ, order judgment, or decree, Owner shall not be liable to the Contractor, its successors, or assigns, and Contractor shall indemnify and hold Owner

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harmless for its compliance with such writ, order, judgment or decree, notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside, or vacated.

§ 8.7.4 Contractor shall adhere to the Owner's *Vendor Criminal History Record Check* requirements including certification on Contractor's letterhead the names of individuals who will be working on Owner property and who meet the requirements of the *Vendor Criminal History Record Check* requirements.

§ 8.7.5 Limitations on a Subcontractor's overhead and profit for increases or decreases in the cost of its portion of the Work shall be 15% of the sum of the Subcontractor's costs that are associated with that changed Work.

§ 8.7.6 The Contractor's fee for adjustment of the Contract Sum on account of a change in the Work shall not exceed ten percent (10%) of the sum of the costs described in Section 8.7.5 herein and Sections 7.3.4.1 through 7.3.4.6 of AIA Document A201–2017 that are associated with that changed Work provided however that the Contractor shall not assign any portion of the Work to another person or entity whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead and profit.

§ 8.7.7 With respect to Section 7.3.4 of the General Conditions, rental rates for Contractor-owned equipment shall not exceed one hundred percent (100%) of the cost listed by the current edition of the Associated EquipmentWatch's *AED Green Book* heavy equipment rental rates, or if no such cost is listed, the standard rental rate paid at the place of the Project.

§ 8.7.8 On a minimum of a weekly basis, or otherwise as agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Architect, showing percentages of completion, activities in progress and expected completion, activities to be started or finished, and other information required by the Architect or Owner.

§ 8.7.9 Under no circumstances will the Contractor propose to use any materials or equipment which is not specified, and the failure by the Owner or Architect to object to materials or equipment which are not specified shall not constitute the approval of them.

§ 8.7.10 Owner will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 This modified AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 [Intentionally Deleted] ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

.3 Modified AIA Document A201™–2017, General Conditions of the Contract for Construction as contained in the Project Manual dated _____.

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A»

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

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Number	Date	Pages

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.~~

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[«N/A»] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[«N/A»] The Sustainability Plan:

Title	Date	Pages

[«N/A»] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.*~~
« »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
«Brian Kern, Treasurer»	« »« »
~~*(Printed name and title)*~~	*(Printed name and title)*

CERTIFICATE
(Section 5705.41, R.C.)

I certify that the money required to meet the obligations of the Board of Education during the current fiscal year under the Agreement has been lawfully appropriated for those purposes and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

By: _____
Brian Kern, Treasurer, Board of Education

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Dated: , 2026

DRAFT

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Plumbing Improvements – Olde Sawmill Elementary School and Coffman High School

THE OWNER:
(Name, legal status and address)

Board of Education of the Dublin City School District
6371A Shier Rings Road
Dublin, Ohio 43016

THE ARCHITECT:
(Name, legal status and address)

Advanced Engineering Consultants
1405 Dublin Road
Columbus, Ohio 43215
Columbus, Ohio 43215

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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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 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.

§ 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.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary and reasonably inferable for the proper execution and completion of the Work by the Contractor, whether or not expressly shown or described. 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 1.2.4 The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined or (2) the titles of numbered articles.

§ 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. The use of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of the Contract.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 Unless otherwise indicated in the agreement between the Owner and the Architect, 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Section 1.7, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 The Owner alone owns all Project-related documents, including those in electronic form, prepared by the Contractor and Subcontractors, and every right, title, and interest therein from the moment of creation. The Contractor must execute and deliver and cause its employees and agents and all Subcontractors to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's documents. The Contractor may retain

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copies, including reproducible copies, of the Contractor's documents for information, reference, and performance of the Work. The submission or distribution of the Contractor's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's documents. Any unauthorized use of the Contractor's documents shall be at the sole risk of the entity making the unauthorized use.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The Owner and Contractor acknowledge and reasonably expect that they will provide or cause to be provided electronic files to each other, including, but not limited to, Revit, Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic Files"), and that they will receive Electronic Files from and provide Electronic Files to the Architect, to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry. The Owner and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation. The Owner and Contractor do not warrant to each other that any Electronic File they provide to each other or that they receive from or provide to the Architect (1) was not altered though transmission; (2) is compatible with the recipient's computer system or software; (3) will not be altered through degradation of the recipient's storage media; or (4) is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format. Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered though transmission, degradation of the recipient's own storage media, or other causes. If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file. Owner and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives. In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern. This Section does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's documents. The parties shall also follow any other protocols governing the development, transmission, exchange and use of Instruments of Service, Electronic Files or any other information or documentation in digital form as may be agreed upon in writing by the Owner, Contractor and Architect.

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 matters requiring the Owner's approval or authorization provided that the representative shall have only such authority as is expressly authorized by the Owner's governing board. 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 a notice of commencement as may be required by Ohio Revised Code Chapter 1311. The Contractor shall provide a copy of any notice of commencement to its Subcontractor and any known Sub-subcontractors. The Contractor will immediately deliver to the Architect and Owner copies of notices of furnishing that Contractor receives.

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§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 The Owner shall retain a professional design firm lawfully licensed to practice architecture or engineering, or an entity lawfully practicing architecture or engineering, 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall, if necessary for the execution of the Work, furnish surveys or other information 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.

§ 2.3.5 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 reasonably necessary 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.

§ 2.3.6 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.

§ 2.4 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. The rights of the Owner under this Section are in addition to Owner's rights and remedies contained elsewhere in the Contract Documents.

§ 2.5 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 notice from the Owner to correct such default or neglect, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. If such default or neglect results in an emergency and/or a threat to the safety of persons or property, the Contractor shall immediately commence and continue without interruption using best efforts to correct such default or neglect upon receipt of written or oral notice thereof or otherwise becoming aware, and if Contractor fails to do so, then Owner may correct such default or neglect. The Owner or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The rights of Owner under this Section are in addition to the rights of Owner as set forth in Articles 12 and 14 herein.

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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 its 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.

§ 3.1.4 The Contractor shall attend preconstruction meetings with representatives of the Architect and Owner. The Contractor shall have any of its Subcontractors and suppliers at the meeting as necessary or as requested by the Architect. The preconstruction meetings will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the Project. The date, time, and place of the meetings will be designated by the Owner.

§ 3.1.5 If the Project is designed and constructed with a Sustainable Objective identified in the Agreement for the Project, the Contractor shall perform the Work for which the Contractor is responsible in furtherance of the Sustainable Objective and shall provide submittals certifying achievement of the Sustainable Objective criteria for verification by a third party, and the submittals shall be provided in accordance with any deadlines set forth in the schedule and Contract Documents. In the absence of schedules or deadlines, the Contractor will submit the documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or Separate Contractors. The Contractor shall include with any requests for substitution any potential effect the substitution may have on the Sustainable Objective. The Contractor grants to the Architect and Owner the right to submit the Contractor's submittals to the rating system as required in order to achieve or maintain the Sustainable Objective.

§ 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. By executing the Agreement, the Contactor certifies that it has evaluated and satisfied itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, including but not limited to utilities, access restraints to the Project site and access restraints to neighboring facilities, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 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 2.3.4, 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. The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor, for determining that the Work is constructible, for determining if the Work of the Contractor is coordinated in the Contract Documents with the Work of Separate Contractors under a separate contract with the Owner, and for verifying that

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field conditions, including the Work of other Contractors, are consistent with the information in the Contract Documents and ready for Work and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained 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, and proceeding without reporting such nonconformity shall make the Contractor responsible for any costs and expenses incurred by the Contractor related to the claimed deficiencies.

§ 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 submit Claims as provided in Article 15, and the time limit for initiating a Claim begins to run on the date of the Architect's issuance. 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, subject to Section 15.1.7, 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.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents and/or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.6 If the Architect does not specify a form for Contractor to submit a request for information, then Contractor shall utilize the AIA Document G-716.

§ 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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, including Sub-subcontractors of any tier, and Contractor shall be responsible for ensuring the performance of the Work regardless of whether the work is performed by the Contractor, a Subcontractor or Sub-subcontractors of any tier. The Contractor shall be responsible for scheduling and coordinating the work of its Subcontractors and suppliers. This section shall apply with equal force and effect regardless of whether any Subcontractors are selected by the Contractor or assigned by the Owner.

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§ 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, storage and other facilities and services necessary for proper execution and completion of the Work, including but not limited to field offices, toilets, other trailers, or buildings, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall use best efforts to conserve any utilities furnished by Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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. The Contractor shall provide all data, information, regulations and certifications required by Architect and Owner in evaluating the proposed substitution. The Owner shall be entitled to reimbursement from the Contractor for amounts paid for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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

§ 3.5.1 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, will be of good workmanship 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 shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, improper alterations to the Work except when 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 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. Owner will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.

§ 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 all other permits, fees, licenses, and inspections by utilities or 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 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.

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§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If Contractor disputes the Architect's determination or recommendation, the Contractor may submit a Claim as provided in Article 15, and the time limit for initiating a Claim related to subsurface, concealed or unknown conditions begins to run on the date the Architect issues its determination or recommendation.

§ 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 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, not in the allowances, and shall not be chargeable against the allowance; 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. The Contractor shall obtain a Change Order before incurring any costs in excess of an allowance.

§ 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 If not already approved in advance by the Owner, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for

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review. Failure of the Owner or Architect to provide notice 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. The 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 Owner.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 If not already provided to the Owner in accordance with the Agreement, the Contractor, promptly after execution of the Agreement or Guaranteed Maximum Price Amendment, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the dates of Substantial Completion and final completion; (2) an apportionment of the Work by construction activity; (3) identifying the critical path of the Work; (4) a graphic representation of activities and events that will occur during performance of the Work; (5) identifying the crew size and total resource hours for each activity in the schedule; (6) identifying disruptions and shutdowns; and (7) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. If the schedule is not accepted by the Owner and Architect, the Contractor shall promptly revise the schedule in accordance with the recommendations of the Owner and Architect and resubmit to Owner and Architect for acceptance. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required to avoid such noise and vibration, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Owner prior to the occurrence. Weekend and overtime Work shall be reflected in the construction schedule.

§ 3.10.1.2 In the event that critical path activities, schedule milestone completion dates, Substantial Completion or final completion dates will not be met, Contractor shall devise an affirmative time recovery plan acceptable to the Owner and Architect to avoid or minimize any delay. Such a plan may include, without limitation, increasing the Contractor's workforce in such quantities as will eliminate the backlog of Work, increasing the number of working hours per shift, shifts per workday, workdays per week, the amount of construction equipment, or any combination thereof, rescheduling of activities to achieve maximum practical concurrency of Work efforts and, if appropriate, time extensions.

§ 3.10.1.3 Unless otherwise provided in the Agreement, or unless different intervals are agreed to by the Owner, the Contractor shall update the construction schedule bi-weekly consistent with time limits established under the Contract Document and shall obtain the Owner's and Architect's approval. The updated construction schedule shall show all changes to the previous schedule. The updated construction schedule shall be signed by the Contractor and shall serve as an affirmation that the Contractor agrees to and can meet the requirements of the updated construction schedule.

§ 3.10.1.4 The Contractor shall participate with Separate Contractors and the Owner in reviewing their construction schedules and the Contractor shall coordinate its Work with the activities of the Owner's own forces and of Separate Contractors. The Contractor shall make any revisions to the construction schedule in order to coordinate its Work as required by this Section.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved submittal schedule, the

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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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, the approved Shop Drawings, Product Data, Samples, and similar required submittals, accurate, current and reproducible as-built drawings (showing Work as actually performed, variations from the original Contract Documents and the location of any concealed and/or buried items, utilities, mechanical or electrical systems and components), and accurate records of any changes made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations. Contractor shall also maintain at the site: a daily log in which it has recorded Project related information, including but not limited to, weather, number of workers on site, identification of equipment, Work accomplished, problems encountered and other similar relevant Project data; manufacturers' installation, operating and/or maintenance instructions or requirements, certificates and warranties; any special guarantees or warranties required by the Contract Documents; all the Contractor's communications, including but not limited to letters, memoranda, e-mails, invoices and bills of lading, arising out of or related to the Project with the Architect, Owner, and/or Subcontractors, suppliers and/or employees; assignment of all guarantees or warranties from Subcontractors, vendors, suppliers or manufacturers; a list of the names, addresses and telephone numbers of all Subcontractors and any other persons providing guarantees and warranties; and quality control procedures and documents related thereto. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work. 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. The Contractor shall pay all costs incurred by the Architect and Owner for attendant delay, interference, hindrance or disruption of the Project due to (i) review of submittals out of sequence from the agreed-upon schedule provided that the Architect has demonstrated that it has been financially impacted and/or (ii) due to excessive re-submittals without fault of the Architect. Unless otherwise provided in the Contract Documents, re-submittals in excess of one (1) without fault of the Architect or Owner shall be deemed excessive. If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the

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Contractor shall specify such variations in the Contractor's letter of submittal to the Architect accompanying the submittal. Variations must be approved in writing.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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. The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

§ 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 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 required to provide professional services in violation of applicable law.

§ 3.12.10.1 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, and the Contractor shall confirm with the Architect the appropriate performance and design criteria that such services shall satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents as confirmed by the Contractor with the Architect. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 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, lawful orders of public authorities, and the Contract Documents and shall not unreasonably

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encumber the site with materials or equipment. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall use commercially reasonable efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the Project site and any buildings located thereon in the event of partial occupancy. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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, dirt, dust and 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 except that the Contractor shall give to the Owner any surplus materials that are required by the Contract Documents, but not incorporated into the Project, for future maintenance or repairs. The Contractor shall be responsible for compliance with all requirements regarding notification and disposal of construction demolition debris.

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

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 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) and/or a violation of applicable law, but only to the extent caused by the negligent acts or omissions or willful misconduct 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.

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Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that 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 any insurance policy provided or required in connection with the Project and/or 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. As between the Owner and Contractor, Contractor waives its immunities as may be applicable under law for purposes of confirming the indemnity obligations of this Agreement. Contractor shall require of its Subcontractors, by appropriate written agreements, similar waivers each in favor of all parties, including the Owner and Contractor; all sub-subcontractors at every tier shall also be bound by and comply with this same requirement in their respective agreements.

§ 3.19 Underground Utility Facilities

§ 3.19.1 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval. The Contractor shall alert immediately 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 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 made or discovered in the course of excavation.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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 and Architect. Consent shall not be unreasonably withheld.

§ 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 and for such additional periods thereafter as the Owner and Architect may agree. 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. The Contractor shall reimburse the Owner for amounts paid to the Architect for site visits that are in addition to what is required of the Architect as described in this Section and that are made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

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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.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project and the Contractor shall do likewise with respect to direct communications with the Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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, including those tests and inspections as provided in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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, 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 the Contract, including but not limited to Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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 order 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 the Project representatives shall be as set forth in the agreement between the Owner and Architect.

§ 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.

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§ 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 accordance with its standard of care.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be subject to Owner's prior approval.

§ 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, including material suppliers. 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 the 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, including material suppliers. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor of any tier or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Retention of Subcontractors shall be as set forth in the Agreement.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall provide that the Owner is a third party beneficiary of the subcontract agreement and 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 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. Contractor shall promptly provide to Owner copies of any subcontract agreement along with copies of all bids or other proposals from Subcontractors. The subcontract agreement shall meet the applicable requirements of Ohio Administrative Code 153:1-3.

§ 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; and

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.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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall lay out and install its Work at such time or times and in such manner as not to delay or interfere with the carrying forward of the Work of Separate Contractors. 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

§ 6.4 Owner's Provided Materials

The Owner may provide materials for Contractor to incorporate into the Project, and the Contractor shall incorporate such materials as part of its Work for the Project. The Contractor shall be fully responsible for and the Contract Sum shall cover, all matters relating to the receipt of materials provided by Owner as if the Contractor were the original purchaser, including but not limited to verifying correct quantities; coordinating purchases; providing, obtaining and managing all warranties and guarantees required by the Contract Documents including assistance to the Owner with the enforcement of such warranties and guarantees; inspection and acceptance of the materials; and loss or damage to the materials following acceptance of the materials by the Owner due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor shall determine prior to incorporation into the Work if such materials are patently defective and whether they are in conformity with the Contract Documents (and, if applicable, any specifications provided by the Owner). If the Contractor discovers defects or non-conformities upon such visual inspection, the Contractor shall not utilize such materials in the Contractor's Work and instead shall properly notify the Owner of the defective or nonconforming condition so that repair or replacement of those materials can occur without undue delay or interruption to the Project. If the Contractor fails to perform such inspection and incorporates such defective or non-conforming materials into the Contractor's Work, Contractor shall be responsible for all damages to the Owner resulting from Contractor's incorporation of such materials into the Work. The Contractor shall maintain records of all Owner-provided materials it incorporates into the Work and shall account to the Owner for all Owner-provided materials delivered into the Contractor's or Subcontractor's possession.

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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The Contractor shall not proceed with any change in the Work without the appropriate written authorization. Except as otherwise provided herein, the Contractor's failure to obtain prior written authorization for a change in the Work shall constitute a waiver by the Contractor of an adjustment to the Contract Sum and/or Contract Time for the related Work. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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§ 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.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change, the cumulative impact of the associated change in the Work in combination with one or more other changes in the Work, and any and all adjustments to the Contract Sum and the Contract Time. The Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. A Change Order signed by the Contractor without any indication of change in the Contract Sum and/or Contract Time indicates the Contractor's agreement that there will be no change in the Contract Sum and/or Contract Time. Unless agreed otherwise by the parties, the Change Order form shall be the AIA Document G-701.

§ 7.2.3 The Contractor shall proportionately increase the amount of its bond whenever the Contract Sum is increased. If notice of any change affecting the Contract is required by a provision of the bond, giving the notice shall be the Contractor's responsibility.

§ 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 or the performance of disputed 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

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner or Architect shall determine 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 Owner or 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 7.3.4 shall be limited to the following:

.1 Costs or credits arising from a change in the quantity of field labor directly involved in the Work, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect. Each of the fringe benefits shall be a separate line item, and the Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker. Each of the allowable payroll expenses shall be a separate line item. Costs that shall not be reimbursed include voluntary employee

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deductions (such as but not limited to deductions for charitable donations or U.S. savings bonds) and employee profit sharing;

.2 Costs of materials, supplies, and equipment, including cost of transportation (based on reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment), whether incorporated or consumed. The cost or credit for reusable materials (e.g. concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others. Downtime due to repairs, maintenance and weather delays shall not be allowed;

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

.5 Costs or credits arising from a change in the quantity of supervision and field office personnel directly attributable to the change;

.6 General Conditions Costs. Any costs or credit arising from a change in the quantity of the Contractor's general conditions costs shall be limited to the extent to which the change is attributable to an associated change in the Contract Time for attainment of Substantial Completion resulting from the change in the Work.

§ 7.3.5 If the Contractor disagrees with the adjustment as determined by the Architect, the Contractor may make a Claim in accordance with applicable provisions of Article 15, and the timeline for initiating a Claim begins to run on the date the Architect issues its final determination.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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.

§ 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. Disagreements with the Architect's final determination shall be resolved in accordance with Article 15.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the

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Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Unless otherwise designated by the Architect, the form to be utilized by Architect in authorizing minor changes in the Work shall be the AIA Document G-710, Architect's Supplemental Instructions.

§ 7.5 Proposal Requests

§7.5.1 The Architect may issue to Contractor at any time a proposal request for a change in the Work, including a change in the Contract Sum and Contract Time (a "Proposal Request"). A Proposal Request is not a Change Order, a Construction Change Directive, an order for a minor change in the Work, or authorization to proceed with the change in the Work described in the Proposal Request. Unless otherwise designated by the Architect, the form to be utilized by Architect for a Proposal Request shall be the AIA Document G709, Proposal Request.

§7.5.2 The Contractor shall respond with a proposal to the Architect (a "Proposal") within seven (7) days after receiving the Proposal Request, and the Contractor shall include with its Proposal the Contractor's proposed adjustments to the Contract Sum and Contract Time. The allowable time for the Contractor's response may be extended by written agreement of the Contractor, the Owner and the Architect. Failure to respond within the allowed time frame may result in the Owner proceeding with the work through any other means.

§7.5.3 The Contractor shall hold the Proposal valid and open for acceptance for at least thirty (30) days. The acceptance period may be adjusted by mutual written consent of the Contractor and the Owner.

§7.5.4 The Owner may accept the Proposal in writing at which point the Contractor's obligations to perform the work as outlined in the Proposal shall become binding. The parties promptly thereafter shall memorialize the Owner's acceptance of the Proposal through a Change Order.

§ 7.6 Request for Change Order

§7.6.1 The Contractor may initiate a Change Order request by submitting written notice to the Architect and Owner accompanied by a Proposal meeting the requirements of Section 7.5. If the Owner or Architect reject or do not respond to the Contractor's Change Order request within sixty (60) days following submission, the Contractor may make a Claim in accordance with applicable provisions of Article 15, and the timeline for initiating a Claim begins to run on the sooner of either the date of the rejection or the expiration of the sixty (60) day period.

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 pursuant to 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. Where the term "business day" is used, if the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

§ 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, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required 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.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 Subject to other provisions of the Contract, the Contractor will not be entitled to an increase in the Contract Sum and will only be entitled to an extension of the Contract Time on account of delay in the commencement or progress of Work on the critical path of the construction schedule caused by acts of nature or the public enemy, acts or orders of the government not arising from the Contractor's failure to comply with applicable law, fires, floods, weather, and labor disputes beyond the Contractor's control.

§ 8.3.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Time, or both: (i) on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path; (ii) to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or (iii) on account of the delay of any Work not on the critical path.

§ 8.3.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless (i) the delay is caused by the Owner or (ii) the delay was not authorized or permitted under the Contract.

§ 8.3.4 Claims under this Section 8.3 shall be made in accordance with applicable provisions of Article 15.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed by twenty percent (20%) or more so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, and unless a different timeline is specified in the Agreement, the Contractor shall submit a schedule of values to the Architect within ten (10) days following the date of commencement of the Work, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values, including changes to the Contract Sum and changes required by the Architect if the Architect subsequently determines the schedule of values to be in any way unreasonable or inaccurate, shall be promptly submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with the timelines established in the Agreement, 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. The application shall be notarized, if required, and supported by (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application for Payment was submitted have been paid or otherwise satisfied; (ii) a current list of the Subcontractors and suppliers showing their respective contract sums, amounts paid, and amounts due; (iii) schedule of all materials and equipment stored on-site; (iv) documentation required for materials and equipment stored off-site; (v) conditional lien waivers and releases from Contractor and from all Subcontractors and suppliers to be paid from the payment resulting from the Application for Payment; (vi) unconditional lien waivers and releases from Contractor and from all Subcontractors and suppliers for which Contractor was required to provide a conditional lien waiver in connection with a prior Application for Payment; and (vii) such other data substantiating the Contractor's

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right to payment that the Owner or Architect require, such as copies of requisitions, and shall reflect retainage if provided for in the Contract Documents.

§ 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 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.

§ 9.3.2.1 The Contractor's request for storage of materials and equipment off site shall minimally include:

- **.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.
- **.3** A letter from the Contractor's surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve the Contractor of its responsibility to complete the Work.
- **.4** Evidence of adequate insurance covering the material in storage, which shall name the Owner as an additional insured.
- **.5** Information pertaining to the Contractor's place of storage, the layout and security of the place of storage, and such information that verifies that the materials are securely stored at the place of storage.
- **.6** Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.

§ 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract

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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. 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 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;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers 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 Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

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

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

§ 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 the timeline set forth in Ohio Revised Code 4113.61, 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 [Intentionally Deleted].

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

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fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers 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 or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier, including but not limited to claims for unjust enrichment. In the event that the Owner receives a claim affidavit in accordance with Ohio Revised Code Chapter 1311 relating to amounts due and unpaid for labor and work performed and material furnished for the Work, the Owner shall detain the amount due and owing from the Contractor unless and until the claim is released and/or discharged as more particularly set forth in said Chapter 1311. Posting a bond or other security discharging a lien shall not relieve the Contractor of its indemnity obligations in this Section.

§ 9.7 Failure of Payment

If the Owner, through no fault of the Contractor, does not pay the Contractor within seven days after the date established in the Agreement, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received provided that Contractor shall not stop Work for non-payment if the Owner initiates the payment process for any undisputed amounts due the Contractor.

§ 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, including all necessary testing and/or startup, and when all required occupancy permits and any other necessary permits and approvals, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use, subject only to the completion or correction of minor items of Work that will not interfere with or hinder the Owner's use of the Work and areas adjacent to the Project site.

§ 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 or correct 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

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determine Substantial Completion. The Contractor shall pay all costs incurred by the Architect, Owner and Separate Contractors for costs due to excessive inspections without fault of the Architect or Owner. Unless otherwise provided in the Contract Documents, inspections to determine Substantial Completion in excess of one (1) without the fault of the Architect or Owner shall be deemed excessive.

§ 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate (the "punch list"), or, if no timeframe is fixed, then not greater than thirty (30) days from the date of the Certificate. Failure to include an item on the Certificate and punch list does not alter the responsibility of the Contractor to complete or correct deficiencies in the Work in accordance with the Contract Documents. 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 the Certificate. Upon such acceptance, and consent of surety if any, and following certification of an Application for Payment, the Owner shall make payment of retainage as set forth in the Agreement.

§ 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 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 in writing, 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 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. When the 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 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. The Contractor shall pay all costs incurred by the Architect, Owner and Separate Contractors for costs due to excessive inspections without fault of the Architect or Owner. Unless otherwise provided in the Contract Documents, inspections to determine final completion in excess of one (1) without the fault of the Architect or Owner shall be deemed excessive.

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§ 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 the Project (less amounts withheld by Owner) have been paid or otherwise satisfied (unless a different form is agreed to, Contractor shall provide the AIA Document G-706, Contractors Affidavit of Payment of Debts and Claims and AIA Document G-706A, Contractors Affidavit of Release of Liens), (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the insurance will be renewable to cover the period required by the Contract Documents, (4) consent of the Contractor's surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) all documents and items required to be submitted by Contractor in accordance with the Contract Documents which shall include those items set forth in Section 3.11 which have not previously been delivered to Owner, (7) unconditional lien waivers and releases from Contractor and all Subcontractors and suppliers; and (8) if required by the Owner, other data establishing payment or satisfaction of obligations 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- **.3** terms of special warranties and guarantees required by the Contract Documents;
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- **.5** claims, damages, losses or expenses for indemnification.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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. The Contractor's safety program shall be written and a copy maintained at the Project site for inspection, upon request. Neither the Owner nor the Architect accept any responsibility or liability for the safety of the Contractor's employees or for enforcing the Contractor's safety program. Additionally, Contractor shall comply with the Owner's rules, regulations, and policies including, but not limited to, the Owner's safety, health, and infection control policies and programs.

§ 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, a Subcontractor, or a Sub-subcontractor;

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, benchmarks, monuments, other reference points, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner and Separate Contractors.

§ 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 give Owner and Architect reasonable advance notice thereof and 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and names of witnesses to enable the other party to investigate the matter.

§ 10.2.9 If a Separate Contractor incurs damages resulting from the Contractor's performance of its Work, and the Contractor fails to remedy the damage or to reimburse the Separate Contractor for its damages, then the Owner reserves the right to pay the Separate Contractor suffering the damage and deduct such amounts from the amount due the Contractor.

§ 10.2.10 The Contractor acknowledges that the safety of the public and of the employees, invitees and guests of the Owner is of the utmost importance. While the Contractor is at the Project site, the Contractor will take no action that would jeopardize the safety of the public and of the Owner's employees, invitees or guests and, without the Owner's written approval, shall take no action that would interfere with the Owner's activities. The Owner reserves the right to require the Contractor and its employees to wear identification (subject to applicable safety standards), to stay in designated Work areas at all times while on the Owner's property and to record on a log a person's presence immediately upon entering the Owner's property. The Owner shall have the right to effect the immediate removal of a person from the Project site for failure to wear identification, for being outside a designated work area, for

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fraternizing with or engaging in any inappropriate behavior directed toward or in the vicinity of employees, invitees or guests of the Owner or for other good cause shown.

§ 10.2.11 The Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Safety Program or a comparable program approved by the Bureau that meets the requirements of Ohio Revised Code 153.03. Contractor shall comply with and shall require its Subcontractors to comply with the Ohio Bureau of Workers' Compensation's Drug-Free Workplace Program requirements under Revised Code 153.03(E), and Contractor shall include language in its subcontractual agreements mandating that each Subcontractor require Sub-subcontractors to similarly comply with the Ohio Bureau of Workers' Compensation's Drug-Free Workplace Program requirements.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance that is concealed or 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain or cause to be obtained 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. The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (i) the Owner causes remedial work to be performed that results in the absence of the materials or substances or renders the material or substance harmless as evidenced by a written report which is prepared by an environmental consultant retained by Owner, or (ii) the Owner and the Contractor, by written agreement, decide to resume performance of the Work, or (iii) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum equitably adjusted based on the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 [Intentionally Deleted].

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous 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 hazardous 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. Hazardous materials or substances to be used at the Project site by Contractor shall be identified by a Safety Data Sheet. The Contractor shall assemble all of its applicable Safety Data Sheet in a notebook and submit it to the Architect for its information prior to a hazardous material or substance being brought to the Project site. The Contractor shall maintain all Safety Data Sheet notebooks at the Project site for the duration of the Project.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 [Intentionally Deleted].

§ 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.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies rated A- or higher by Best Insurance Reports and lawfully authorized to do business in the State of Ohio 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.

§ 11.1.2 The insurance required by Section 11.1.1 shall include and shall be written for not less than the following, or as required by law, whichever coverage is greater.

- **.1** Workers' Compensation: Statutory
- **.2** Employer's Liability: (1) an each-accident limit of not less than $1,000,000, (2) a disease each-employee limit of not less than $1,000,000, and (3) a disease policy limit of not less than $1,000,000;
- **.3** Commercial General Liability ("CGL"): (1) an each-occurrence limit of not less than $2,000,000, (2) a general-aggregate limit of not less than $2,000,000, and (3) a products and completed-operations aggregate limit of not less than $2,000,000. The CGL insurance shall provide at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations (shall not exclude coverage to the additional insured(s) for bodily injury or property damage), personal and advertising injury, and liability assumed under an insured contract. The CGL insurance shall not exclude coverage for damage to electronic data. The CGL policy shall be endorsed providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects;
- **.4** Automobile Liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of $1,000,000 each accident;
- **.5** Umbrella/Excess Liability: Such policies shall be supplemented by an umbrella policy of additional protection in the amount of $5,000,000 aggregate;
- **.6** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall maintain Professional Liability Insurance covering performance of the professional services, with policy limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate; and
- **.7** Pollution Liability: If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Contractor shall maintain a contractor's pollution liability policy with (1) a per-claim limit of not less than $1,000,000 and (2) an annual-aggregate limit of not less than $1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work. The policy shall have an effective date, which is on or before the date of commencement of the Work.

The Contractor shall maintain required coverages without interruption from the date of commencement of the Work and for not less than five years following Substantial Completion. The Contractor shall pay all deductibles, self-insured retentions, or both contained in the policies of insurance. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period.

§ 11.1.3 The Contractor shall submit to the Architect and the Owner a copy of certificates of insurance prior to commencement of the Work. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner and Architect as additional insureds and shall contain a statement that the Owner will be notified 30 days prior to the cancellation of any insurance policy evidenced by this certificate. The additional insureds requirements of this Section shall include completed and ongoing operations and Contractor shall provide additional insured endorsements. An additional certificate evidencing continuation of liability coverage, including coverage for completed and ongoing operations, shall be submitted with the final Application for Payment as required by Section 9.10.2. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy if and to the extent required to meet the insurance requirements of this Section 11.1. All renewal and replacement policies shall comply with the

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requirements of this Section 11.1. A failure of the Owner to request a certificate or other evidence of compliance with the insurance requirements or a failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

§ 11.1.4 The Contractor shall cause all Subcontractors to provide Workers' Compensation, Employer's Liability, CGL and Automobile Liability Insurance in amounts equivalent to the amounts required of Contractor under Section 11.1.2 and certificates of insurance related thereto. Such certificates shall name the Owner and Architect as additional insureds. Subcontractor insurance in amounts that are less than what is required by this Section 11.1.4 shall be subject to Owner's approval, not to be unreasonably withheld.

§ 11.1.5 The Contractor shall not commence Work under the Contract until the Contractor has obtained and provided proof of all insurance required under this heading.

§ 11.1.6 All liability policies required in this Section 11.1 shall be primary and non-contributory with respect to any other insurance or self-insurance programs that cover the Owner or an additional insured.

§ 11.1.7 If Contractor fails to purchase and/or maintain any insurance required under Section 11.1, the Owner may, but shall not be obligated to, upon seven (7) days written notice to Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 11.1.8 Performance Bond and Payment Bond

§ 11.1.8.1 The Contractor shall furnish bonds as required in the Agreement between Owner and Contractor.

§ 11.1.8.2 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retainage; (iii) request for final payment; and (iv) any other item required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interests, privileges and benefits under and pursuant to any bond issued in connection with the Work. The Contractor shall be notified by the Owner, in writing, of any communications with the surety.

§ 11.1.8.3 If at any time any surety providing bonds for the Project (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (2) has liquidated all assets or has made a general assignment for the benefit of its creditors; (3) is placed in receivership; (4) otherwise petitions a state or federal court for protection from its creditors; or (5) allows its license to do business in Ohio to lapse or to be revoked, then the Contractor shall immediately, but no later than 21 days of any such action listed above, provide the Owner with new bonds in the form and amount required under the Contract.

§ 11.2 Property Insurance

§ 11.2.1 Unless otherwise provided in the Agreement, 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. 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 or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later.

§ 11.2.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include 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, tornado, flood, windstorm, explosion, breakage of glass, falsework, testing and startup, temporary buildings and structures, materials used in the construction process, hot and cold testing, 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. Coverage shall include a provision to pay the reasonable extra costs of

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acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property (including overtime wages directly incurred to accelerate restoration or repair of the damaged property, and the extra costs that are directly incurred to rapidly transport materials and supplies necessary to the repair or replacement); soft costs coverage to the extent commercially available to comparable insureds, including the reasonable direct costs incurred by Architect and/or Contractor as a result of a property damage loss covered by the policy; and provisions for mechanical or electrical breakdown, or boiler system testing. Coverage shall be primary to all other applicable insurance. Notwithstanding any of the foregoing, the insurance shall include coverage only for those costs incurred as a direct result of direct physical damage to property otherwise covered by the policy; business income, business interruption, home office overhead, and lost productivity costs of Contractor or any subcontractor at any tier shall not be covered.

§ 11.2.1.2 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered by the insurance because of such deductibles.

§ 11.2.1.3 This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.2.1.4 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 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.

§ 11.2.1.5 The insurance required by this Section 11.2 is not intended to cover machinery, tools, apparatus, scaffolding, hoists, forms, staging, shoring or other equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.

§ 11.3 WAIVERS OF SUBROGATION

The Contractor waives all rights against the Owner and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise. Contractor shall require of its Subcontractors, by appropriate written agreements, similar waivers each in favor of the Owner and Contractor; all Sub-subcontractors at every tier shall also be bound by and comply with this same requirement in their respective agreements.

§ 11.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, as their interests may appear. 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. The Owner in good faith shall have power to adjust and settle a loss with insurers.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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, for a period of one year after the date of Substantial Completion of the Work or designated portion thereof, the Contractor shall correct any of the Work that is found defective in workmanship, materials or not in accordance with the requirements of the Contract Documents. If defective or nonconforming Work becomes apparent within the one-year period, the Owner shall notify the Contractor in writing. Within fourteen (14) days of receipt of said notice, the Contractor shall visit the Project in the company of one or more representatives of the Owner to determine the extent of the defective or nonconforming Work. If the defective or nonconforming Work is considered by the Owner to be an emergency, the Owner may require the Contractor to visit the Project within one (1) calendar day or less of receipt of said notice. The Contractor shall promptly repair or replace the defective or nonconforming Work, including all adjacent Work damaged as a result of such defective or nonconforming Work. The Contractor shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective or nonconforming Work. If the Contractor fails to correct defective or 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 2.5.

§ 12.2.2.2 With respect to items of Work that are corrected, completed or first performed after Substantial Completion but prior to final completion of the Project, including completed punch list items, the one-year period with respect to these items shall commence upon correction or completion of the item.

§ 12.2.2.3 One month prior to the end of the one (1) year period, the Contractor shall attend a walk-through of the Project scheduled by the Architect.

§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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. The acceptance of nonconforming Work by the Owner shall be by written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the

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County where the Project is located which shall have exclusive jurisdiction to the exclusion of all other jurisdictions. The applicable statutes of limitations and repose under Ohio law shall apply to all causes of action between the Owner and Contractor.

§ 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 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 the assignment.

§ 13.3 Rights and Remedies

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

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 be present at and shall give the Architect timely notice of when and where tests and inspections are to be made, including intermediate and final inspections, so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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. The Contractor also agrees the cost of testing services required for the convenience of the Contractor in the scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.4.7 Any reports or documents resulting from tests, inspections and approvals required under this Section 13.4 shall be submitted to the Owner and Architect.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in the Agreement.

§ 13.6 Training Sessions

The Contractor will participate in training sessions for the Owner in cooperation with the Architect, Owner, Owner's personnel and consultants and the Contractor will participate in tests in cooperation with the Architect, Owner, Owner's personnel and consultants to the extent applicable to the Contractor's Work.

§ 13.7 Equal Opportunity

§ 13.7.1 The Contractor shall comply with applicable law regarding equal employment opportunity, including Ohio Revised Code Section 153.59. The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator, with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract. The Contractor agrees to the following:

§ 13.7.1.1. That, in the hiring of employees for the performance of Work under the Contract or any Subcontract, Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not discriminate against any citizen of the state who are qualified and available to perform the services to which the employment relates by reason of race, color, religion, sex, age, disability, military status as defined in section 4112.01 of the Revised Code, veteran status, national origin, ancestry, sexual orientation, gender identity (including gender expression), marital status or genetics; and

§ 13.7.1.2. That Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, gender identity (including gender expression), marital status or genetics.

§ 13.7.2. In the event the Contractor fails to comply with these nondiscrimination clauses, the Contractor shall be subject to the forfeiture requirements of Ohio Revised Code Section 153.60.

§ 13.7.3 Hiring Under State Public Improvement Contracts. Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within thirty (30) days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in Ohio Revised Code Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

§ 13.8 The table of contents, titles, headings, running headlines and marginal notes contained in the Contract are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or describe or limit the interpretation of the provisions to which they refer.

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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 75 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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; or
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- **.3** Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.
- **.4** [Intentionally Deleted].

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 thirty days' notice to the Owner and Architect, terminate the Contract provided that the reason for the termination is not cured within the thirty-day period and recover from the Owner payment for Work executed as of the date of termination, but not overhead and profit on Work not executed and not to exceed the Contract Sum (however, if such reason for termination cannot reasonably be cured within the thirty-day period, then Contractor shall not terminate the Contract so long as Owner commences to cure the reason for termination within such thirty-day period and diligently pursues such cure).

§ 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is in material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner 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' notice, and provided that the reason for the termination is not cured within the seven-day period, terminate employment of the Contractor and/or exercise the following non-exclusive remedies which will be cumulative:

- **.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 general 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, then Contractor shall be paid for Work that it satisfactorily performed prior to the date of termination but not to exceed such excess unpaid balance. If such costs and damages exceed the unpaid balance, the Contractor and the Contractor's surety shall pay the difference to the Owner. The amount to be paid to the

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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.

§ 14.2.5 Should the Owner terminate this Agreement for cause under this Section 14.2, but that cause be subsequently found insufficient to support termination, the termination shall be deemed one of convenience under Section 14.4.

§ 14.2.6 If the Contract is terminated for cause, the Contractor's surety may perform the Contract. If the Contractor's surety does not commence performance of the Contract within ten (10) days of the date of Contract termination, the Owner may complete the Work by means the Owner determines appropriate. If the Contractor's surety performs the Work, the provisions of the Contract Documents govern the surety's performance, with the surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Owner to complete the Work.

§ 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.

§ 14.3.2 The Contract Sum and Contract Time shall be equitably adjusted for increases in the cost and time caused by suspension, delay, or interruption under 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 in whole or in part for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall with respect to the Work that is terminated:

.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; and

.4 deliver to Owner all Project-related documents and work product of Contractor and its Subcontractors related to the Work.

§ 14.4.3 If the Contract is terminated in accordance with this Section 14.4, 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 and reasonable expenses directly attributable to the termination, but not for overhead or lost profit on unperformed Work, 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 Construction Change Directives, and iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Construction Change Directives.

§ 14.4.4 The termination of the Contract under this Section 14.4 shall be without prejudice to rights or remedies which exist at the time of termination.

§ 14.5 Contractor Insolvency

§ 14.5.1 The Owner may immediately terminate the Agreement for cause if:

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§ 14.5.1.1 the Contractor commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws; or

§ 14.5.1.2 any legal entity commences an involuntary case against the Contractor under Title 11 of the United States Code or the corresponding provisions of any successor laws and (1) the case is not dismissed within 60 days after its commencement; or (2) the court before which the case is pending issues an order for relief or similar order approving the case; or

§ 14.5.1.3 a court of competent jurisdiction appoints, or the Contractor makes an assignment of all or substantially all of its assets to, a receiver, trustee, liquidator, or other similar custodian for the Contractor or all or substantially all of the Contractor's assets; or

§ 14.5.1.4 any attachment, execution, or other judicial seizure is levied against all or substantially all of the Contractor's assets; or

§ 14.5.1.5 the Contractor takes any action toward the dissolution or winding up of its business; or

§ **14.5.1.6** the Contractor fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or it acknowledges in writing that it is unable to do so.

§ 14.5.2 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition.

§ 14.5.3 If the Owner intends to exercise its termination rights under this Section 14.5, the Owner shall notify the Contractor in writing of the Owner's termination of the Contract and the cause(s) for that termination.

§ 14.5.4 The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by the Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question asserted by the Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the Contractor. The Contract, including but not limited to this Article 15 does not require the Owner to make a claim, dispute, demand or assertion against the Contractor for the payment of money, a change in the Contract Time or other relief or in order for the Owner to exercise its rights and remedies against the Contractor, including but not limited to the remedying of a Contractor default, the imposition of liquidated damages and binding dispute resolution in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Causes of Action

The Owner and Contractor shall commence all causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable statute of limitation and repose. The Owner and Contractor waive all causes of action not commenced in accordance with this Section 15.1.2.

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§ 15.1.3 Notice of Claims

§ 15.1.3.1 Time Limit on Claims. A Claim or Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the Owner 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 the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to submit proper and timely notice in accordance with this Section shall constitute a waiver and abandonment of the Claim by Contractor.

§ 15.1.3.2 Contractor Claims and claims by the Owner, where the condition giving rise is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions, as recorded at the government-controlled weather-recording facility nearest to the Project site, were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor

§ 15.1.7 Waiver of 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.

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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor shall this Section 15.1.7 apply to a party's gross negligence, willful misconduct or indemnity obligations.

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§ 15.1.8 Substantiation and Certification of Claim

§ 15.1.8.1 Substantiation of Claim. Within fifteen (15) days after the initiation of a Claim by Contractor, the Contractor shall substantiate its Claim by providing the following minimum written information to Owner: (i) a narrative of the circumstances which gave rise to the Claim, including, without limitation, the start date of the event or events and the actual, or anticipated, finish date; (ii) detailed identification of the Work affected by the event giving rise to the Claim; (iii) copies of the Contractor's daily log for each day of impact; (iv) copies of relevant correspondence and other information regarding or supporting Contractor's entitlement; (v) copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; (vi) if the Claim is for additional cost, the amount of the Claim, the information specified in Section 15.1.5 herein and a statement that the increase requested is the entire increase in the Contract Sum associated with the Claim; (vii) if the Claim is for additional Contract Time, the information specified in Section 15.1.6 herein. Contractor shall also provide such additional information as requested by Owner or Architect to substantiate the Contractor's Claim within ten (10) days following request. The Contractor shall provide the required information in the formats requested, which include both paper and electronic copies. The Contractor's failure to comply with the requirements of this Section shall constitute an irrevocable waiver of the Claim.

§ 15.1.8.2 Certification of Claim. Within fifteen (15) days after the initiation of the Claim by Contractor, the Contractor shall certify its Claim by providing the notarized certification, signed and dated by the Contractor, as follows: "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the Owner is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor." The Contractor's failure to comply with the requirements of this Section shall constitute an irrevocable waiver of the Claim.

§ 15.2 Initial Decision

§ 15.2.1 Contractor Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3 and10.4, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, Contractor may demand mediation and binding dispute resolution without a 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 take one or more of the following actions: (1) request additional supporting data from the Contractor or a response with supporting data from the Owner, (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 the 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.

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

§ 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, either party may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Disputes, or other matters in controversy between the parties, including a Claim, arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their disputes or other matters in controversy 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute *resolution* proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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

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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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 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 those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
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PAGE 1:

Plumbing Improvements – Olde Sawmill Elementary School and Coffman High School

Board of Education of the Dublin City School District
6371A Shier Rings Road
Dublin, Ohio 43016

Advanced Engineering Consultants
1405 Dublin Road
Columbus, Ohio 43215

Columbus, Ohio 43215

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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 or proposal requirements.~~

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. ~~The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~

§ 1.2.1 The intent of the Contract Documents is to include all items necessary and reasonably inferable for the proper execution and completion of the Work by the Contractor, whether or not expressly shown or described. 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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§ 1.5.3 The Owner alone owns all Project-related documents, including those in electronic form, prepared by the Contractor

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and Subcontractors, and every right, title, and interest therein from the moment of creation. The Contractor must execute and deliver and cause its employees and agents and all Subcontractors to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's documents. The Contractor may retain copies, including reproducible copies, of the Contractor's documents for information, reference, and performance of the Work. The submission or distribution of the Contractor's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's documents. Any unauthorized use of the Contractor's documents shall be at the sole risk of the entity making the unauthorized use.

§ 1.2.4 The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

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

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. The use of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, sections, and subsections are for convenience only and neither limit nor amplify the provisions of the Contract.

§ 1.5.1 ~~The~~Unless otherwise indicated in the agreement between the Owner and the Architect, 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to ~~Sections~~Section 1.7 ~~and 1.8~~, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

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§ 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.~~

The ~~parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

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~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~Owner and Contractor acknowledge and reasonably expect that they will provide or cause to be provided electronic files to each other, including, but not limited to, Revit, Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") files (collectively "Electronic Files"), and that they will receive Electronic Files from and provide Electronic Files to the Architect, to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry. The Owner and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation. The Owner and Contractor do not warrant to each other that any Electronic File they provide to each other or that they receive from or provide to the Architect (1) was not altered though transmission; (2) is compatible with the recipient's computer system or software; (3) will not be altered through degradation of the recipient's storage media; or (4) is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format. Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered though transmission, degradation of the recipient's own storage media, or other causes. If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file. Owner and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives. In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern. This Section does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's documents. The parties shall also follow any other protocols governing the development, transmission, exchange and use of Instruments of Service, Electronic Files or any other information or documentation in digital form as may be agreed upon in writing by the Owner, Contractor and Architect.

§ 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~~.~~ provided that the representative shall have only such authority as is expressly authorized by the Owner's governing board. 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.

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~~§ 2.2 Evidence of the Owner's Financial Arrangements~~

~~§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

~~§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown,~~

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~~delay and start-up, plus interest as provided in the Contract Documents.~~

~~§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information~~ a notice of commencement as may be required by Ohio Revised Code Chapter 1311. The Contractor shall provide a copy of any notice of commencement to its Subcontractor and any known Sub-subcontractors. The Contractor will immediately deliver to the Architect and Owner copies of notices of furnishing that Contractor receives.

§ 2.3.2 The Owner shall retain ~~an architect~~a professional design firm lawfully licensed to practice architecture or engineering, or an entity lawfully practicing architecture or engineering, 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.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall, if necessary for the execution of the Work, furnish surveys or other information 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.

§ 2.3.5 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 reasonably necessary 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.

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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~~. The rights of the Owner under this Section are in addition to Owner's rights and remedies contained elsewhere in the Contract Documents.

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 notice from the Owner to ~~commence and continue correction of~~correct such default or neglect ~~with diligence and promptness~~, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the~~If such default or neglect results in an emergency and/or a threat to the safety of persons or property, the Contractor shall immediately commence and continue without interruption using best efforts to correct such default or neglect upon receipt of written or oral notice thereof or otherwise becoming aware, and if Contractor fails to do so, then Owner may correct such default or neglect. The Owner or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to

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cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. The rights of Owner under this Section are in addition to the rights of Owner as set forth in Articles 12 and 14 herein.

§ 3.1.4 The Contractor shall attend preconstruction meetings with representatives of the Architect and Owner. The Contractor shall have any of its Subcontractors and suppliers at the meeting as necessary or as requested by the Architect. The preconstruction meetings will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the Project. The date, time, and place of the meetings will be designated by the Owner.

§ 3.1.5 If the Project is designed and constructed with a Sustainable Objective identified in the Agreement for the Project, the Contractor shall perform the Work for which the Contractor is responsible in furtherance of the Sustainable Objective and shall provide submittals certifying achievement of the Sustainable Objective criteria for verification by a third party, and the submittals shall be provided in accordance with any deadlines set forth in the schedule and Contract Documents. In the absence of schedules or deadlines, the Contractor will submit the documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or Separate Contractors. The Contractor shall include with any requests for substitution any potential effect the substitution may have on the Sustainable Objective. The Contractor grants to the Architect and Owner the right to submit the Contractor's submittals to the rating system as required in order to achieve or maintain the Sustainable Objective.

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§ 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. By executing the Agreement, the Contactor certifies that it has evaluated and satisfied itself as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, including but not limited to utilities, access restraints to the Project site and access restraints to neighboring facilities, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.

§ 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 2.3.4, 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. The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner. These obligations are for the purpose of facilitating coordination and construction by the Contractor, for determining that the Work is constructible, for determining if the Work of the Contractor is coordinated in the Contract Documents with the Work of Separate Contractors under a separate contract with the Owner, and for verifying that field conditions, including the Work of other Contractors, are consistent with the information in the Contract Documents and ready for Work and are not for the purpose of discovering errors, omissions, or inconsistencies in the design information contained 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

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such form as the Architect may require, and proceeding without reporting such nonconformity shall make the Contractor responsible for any costs and expenses incurred by the Contractor related to the claimed deficiencies.

§ 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 submit Claims as provided in Article 15, and the time limit for initiating a Claim begins to run on the date of the Architect's issuance. 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, subject to Section 15.1.7, 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.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents and/or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.6 If the Architect does not specify a form for Contractor to submit a request for information, then Contractor shall utilize the AIA Document G-716.

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§ 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, including Sub-subcontractors of any tier, and Contractor shall be responsible for ensuring the performance of the Work regardless of whether the work is performed by the Contractor, a Subcontractor or Sub-subcontractors of any tier. The Contractor shall be responsible for scheduling and coordinating the work of its Subcontractors and suppliers. This section shall apply with equal force and effect regardless of whether any Subcontractors are selected by the Contractor or assigned by the Owner.

§ 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, storage and other facilities and services necessary for proper execution and completion of the Work, including but not limited to field offices, toilets, other trailers, or buildings, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall use best efforts to conserve any utilities furnished by Owner.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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. The Contractor shall provide all data, information, regulations and certifications required by Architect and Owner in evaluating the proposed substitution. The Owner shall be entitled to reimbursement from the Contractor for amounts paid for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 3.5.1 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, will be of good workmanship 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~~shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, improper alterations to the Work ~~not~~except when 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.

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.3whenever 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. The Contractor shall obtain a Change Order before incurring any costs in excess of an allowance.

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. Owner will provide to Contractor, upon request, a completed State of Ohio Sales and Use Tax Construction Contract Exemption Certificate.

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for all other permits, fees, licenses, and inspections by utilities or 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.

§ 3.7.3 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.

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 14 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 that an equitable adjustment be made 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, stating the reasons. If ~~either party~~Contractor disputes the Architect's determination or recommendation, ~~that party~~the Contractor may submit a Claim as provided in Article 15, and the time limit for initiating a Claim related to subsurface, concealed or unknown conditions begins to run on the date the Architect issues its determination or recommendation.

.2Contractor'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 shall not be chargeable against the allowance; and

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§ 3.9.2 ~~The~~If not already approved in advance by the Owner, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Owner or Architect to provide notice 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. The 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 Owner.

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§ 3.10.1 ~~The~~If not already provided to the Owner in accordance with the Agreement, the Contractor, promptly after ~~being awarded the Contract~~execution of the Agreement or Guaranteed Maximum Price Amendment, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the ~~date~~dates of Substantial Completion and final completion; (2) an apportionment of the Work by construction activity; ~~and (3~~(3) identifying the critical path of the Work; (4) a graphic representation of activities and events that will occur during performance of the Work; (5) identifying the crew size and total resource hours for each activity in the schedule; (6) identifying disruptions and shutdowns; and (7) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. If the schedule is not accepted by the Owner and Architect, the Contractor shall promptly revise the schedule in accordance with the recommendations of the Owner and Architect and resubmit to Owner and Architect for acceptance. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required to avoid such noise and vibration, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Owner prior to the occurrence. Weekend and overtime Work shall be reflected in the construction schedule.

§ 3.10.1.2 In the event that critical path activities, schedule milestone completion dates, Substantial Completion or final completion dates will not be met, Contractor shall devise an affirmative time recovery plan acceptable to the Owner and Architect to avoid or minimize any delay. Such a plan may include, without limitation, increasing the Contractor's workforce in such quantities as will eliminate the backlog of Work, increasing the number of working hours per shift, shifts per workday, workdays per week, the amount of construction equipment, or any combination thereof, rescheduling of activities to achieve maximum practical concurrency of Work efforts and, if appropriate, time extensions.

§ 3.10.1.3 Unless otherwise provided in the Agreement, or unless different intervals are agreed to by the Owner, the Contractor shall update the construction schedule bi-weekly consistent with time limits established under the Contract Document and shall obtain the Owner's and Architect's approval. The updated construction schedule shall show all changes to the previous schedule. The updated construction schedule shall be signed by the Contractor and shall serve as an affirmation that the Contractor agrees to and can meet the requirements of the updated construction schedule.

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§ 3.10.1.4 The Contractor shall participate with Separate Contractors and the Owner in reviewing their construction schedules and the Contractor shall coordinate its Work with the activities of the Owner's own forces and of Separate Contractors. The Contractor shall make any revisions to the construction schedule in order to coordinate its Work as required by this Section.

§ 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. The Contractor shall pay all costs incurred by the Architect and Owner for attendant delay, interference, hindrance or disruption of the Project due to (i) review of submittals out of sequence from the agreed-upon schedule provided that the Architect has demonstrated that it has been financially impacted and/or (ii) due to excessive re-submittals without fault of the Architect. Unless otherwise provided in the Contract Documents, re-submittals in excess of one (1) without fault of the Architect or Owner shall be deemed excessive. If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall specify such variations in the Contractor's letter of submittal to the Architect accompanying the submittal. Variations must be approved in writing.

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, ~~and~~ the approved Shop Drawings, Product Data, Samples, and similar required submittals, accurate, current and reproducible as-built drawings (showing Work as actually performed, variations from the original

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Contract Documents and the location of any concealed and/or buried items, utilities, mechanical or electrical systems and components), and accurate records of any changes made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations. Contractor shall also maintain at the site: a daily log in which it has recorded Project related information, including but not limited to, weather, number of workers on site, identification of equipment, Work accomplished, problems encountered and other similar relevant Project data; manufacturers' installation, operating and/or maintenance instructions or requirements, certificates and warranties; any special guarantees or warranties required by the Contract Documents; all the Contractor's communications, including but not limited to letters, memoranda, e-mails, invoices and bills of lading, arising out of or related to the Project with the Architect, Owner, and/or Subcontractors, suppliers and/or employees; assignment of all guarantees or warranties from Subcontractors, vendors, suppliers or manufacturers; a list of the names, addresses and telephone numbers of all Subcontractors and any other persons providing guarantees and warranties; and quality control procedures and documents related thereto. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how 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. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work. 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.

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§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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. The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

§ 3.12.10.1 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, and the Contractor shall confirm with the Architect the appropriate performance and design criteria that such services shall satisfy. The Contractor shall be entitled to reasonably rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents as confirmed by the Contractor with the Architect. The Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

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

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theft, damage, and all other adversity is solely the responsibility of the Contractor. The Contractor shall use commercially reasonable efforts to minimize any interference with the occupancy or beneficial use of (i) any areas and buildings adjacent to the site of the Work and (ii) the Project site and any buildings located thereon in the event of partial occupancy. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials, dirt, dust and 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 except that the Contractor shall give to the Owner any surplus materials that are required by the Contract Documents, but not incorporated into the Project, for future maintenance or repairs. The Contractor shall be responsible for compliance with all requirements regarding notification and disposal of construction demolition debris.

§ 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) and/or a violation of applicable law, but only to the extent caused by the negligent acts or omissions or willful misconduct 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 that would otherwise exist as to a party or person described in this Section 3.18.

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The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project and the Contractor shall do likewise with respect to direct communications with the Owner. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 any insurance policy provided or required in connection with the Project and/or 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. As between the Owner and Contractor, Contractor waives its immunities as may be applicable under law for purposes of confirming the indemnity obligations of this Agreement. Contractor shall require of its Subcontractors, by appropriate written agreements, similar waivers each in favor of all parties, including the Owner and Contractor; all sub-subcontractors at every tier shall also be bound by and comply with this same requirement in their respective agreements.

§ 3.19 Underground Utility Facilities

§ 3.19.1 The Contractor shall comply with ORC Sections 3781.25 through 3781.32. In addition, before starting excavation or trenching, the Contractor shall determine the location of any underground utilities and notify any public authority or utility having jurisdiction over the Project and secure any required approval. The Contractor shall alert immediately 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 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 made or discovered in the course of excavation.

§ 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

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unreasonably withheld.

§ 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 and for such additional periods thereafter as the Owner and Architect may agree. 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. The Contractor shall reimburse the Owner for amounts paid to the Architect for site visits that are in addition to what is required of the Architect as described in this Section and that are made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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§ 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, including those tests and inspections as provided in accordance with Sections 13.4.2 and 13.4.3, whether or not the 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, 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 the Contract, including but not limited to Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or 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.

§ 4.2.10 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 ~~Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives~~duties, responsibilities and limitations of authority of the Project representatives shall be as set forth in the agreement between the Owner and Architect.

§ 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~~accordance with its standard of care.

§ 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~~subject to Owner's prior approval.

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§ 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~~, including material suppliers. 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 the 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~~, including material suppliers. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor of any tier or an authorized representative of the Sub-subcontractor.

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.~~

Retention of Subcontractors shall be as set forth in the Agreement.

By appropriate written agreement, 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 that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall provide that the Owner is a third party beneficiary of the subcontract agreement and 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 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. Contractor shall promptly provide to Owner copies of any subcontract agreement along with copies of all bids or other proposals from Subcontractors. The subcontract agreement shall meet the applicable requirements of Ohio Administrative Code 153:1-3.

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§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements.

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The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract~~, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation~~.

~~§ 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.~~

§ 6.2.1 The Contractor shall lay out and install its Work at such time or times and in such manner as not to delay or interfere with the carrying forward of the Work of Separate Contractors. 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.

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§ 6.4 Owner's Provided Materials

The Owner may provide materials for Contractor to incorporate into the Project, and the Contractor shall incorporate such materials as part of its Work for the Project. The Contractor shall be fully responsible for and the Contract Sum shall cover, all matters relating to the receipt of materials provided by Owner as if the Contractor were the original purchaser, including but not limited to verifying correct quantities; coordinating purchases; providing, obtaining and managing all warranties and guarantees required by the Contract Documents including assistance to the Owner with the enforcement of such warranties and guarantees; inspection and acceptance of the materials; and loss or damage to the materials following acceptance of the materials by the Owner due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular material furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor shall determine prior to incorporation into the Work if such materials are patently defective and whether they are in conformity with the Contract Documents (and, if applicable, any specifications provided by the Owner). If the Contractor discovers defects or non-conformities upon such visual inspection, the Contractor shall not utilize such materials in the Contractor's Work and instead shall properly notify the Owner of the defective or nonconforming condition so that repair or replacement of those materials can occur without undue delay or interruption to the Project. If the Contractor fails to perform such inspection and incorporates such defective or non-conforming materials into the Contractor's Work, Contractor shall be responsible for all damages to the Owner resulting from Contractor's incorporation of such materials into the Work. The Contractor shall maintain records of all Owner-provided materials it incorporates into the Work and shall account to the Owner for all Owner-provided materials delivered into the Contractor's or Subcontractor's possession.

§ 7.1.4 The Contractor shall not proceed with any change in the Work without the appropriate written authorization. Except as otherwise provided herein, the Contractor's failure to obtain prior written authorization for a change in the Work shall constitute a waiver by the Contractor of an adjustment to the Contract Sum and/or Contract Time for the related Work. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

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§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages associated with such change, the cumulative impact of the associated change in the Work in combination with one or more other changes in the Work, and any and all adjustments to the Contract Sum and the Contract Time. The Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or

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both, after the Contractor signs the Change Order. A Change Order signed by the Contractor without any indication of change in the Contract Sum and/or Contract Time indicates the Contractor's agreement that there will be no change in the Contract Sum and/or Contract Time. Unless agreed otherwise by the parties, the Change Order form shall be the AIA Document G-701.

§ 7.2.3 The Contractor shall proportionately increase the amount of its bond whenever the Contract Sum is increased. If notice of any change affecting the Contract is required by a provision of the bond, giving the notice shall be the Contractor's responsibility.

§ 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 or the performance of disputed 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.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner or Architect shall determine 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 Owner or 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 7.3.4 shall be limited to the following:

.1Costs ~~of labor~~or credits arising from a change in the quantity of field labor directly involved in the Work, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect. Each of the fringe benefits shall be a separate line item, and the Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker. Each of the allowable payroll expenses shall be a separate line item. Costs that shall not be reimbursed include voluntary employee deductions (such as but not limited to deductions for charitable donations or U.S. savings bonds) and employee profit sharing;

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.2Costs of materials, supplies, and equipment, including cost of transportation~~, whether incorporated or consumed~~ (based on reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment), whether incorporated or consumed. The cost or credit for reusable materials (e.g. concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use;

.3Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others. Downtime due to repairs, maintenance and weather delays shall not be allowed;

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

.5Costs or credits arising from a change in the quantity of supervision and field office personnel directly attributable to the change;

.6General Conditions Costs. Any costs or credit arising from a change in the quantity of the Contractor's general conditions costs shall be limited to the extent to which the change is attributable to an associated change in the Contract Time for attainment of Substantial Completion resulting from the change in the Work.

§ 7.3.5 If the Contractor disagrees with the adjustment ~~in the Contract Time~~as determined by the Architect, the Contractor may make a Claim in accordance with applicable provisions of Article 15, and the timeline for initiating a Claim begins to run on the date the Architect issues its final determination.

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§ 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. Disagreements with the Architect's final determination shall be resolved in accordance with Article 15.

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Unless otherwise designated by the Architect, the form to be utilized by Architect in authorizing minor changes in the Work shall be the AIA Document G-710, Architect's Supplemental Instructions.

§ 7.5 Proposal Requests

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§ 8.3.1 ~~If~~Subject to other provisions of the Contract, the Contractor ~~is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine~~will not be entitled to an increase in the Contract Sum and will only be entitled to an extension of the Contract Time on account of delay in the commencement or progress of Work on the critical path of the construction schedule caused by acts of nature or the public enemy, acts or orders of the government not arising from the Contractor's failure to comply with applicable law, fires, floods, weather, and labor disputes beyond the Contractor's control.

§7.5.1 The Architect may issue to Contractor at any time a proposal request for a change in the Work, including a change in the Contract Sum and Contract Time (a "Proposal Request"). A Proposal Request is not a Change Order, a Construction Change Directive, an order for a minor change in the Work, or authorization to proceed with the change in the Work described in the Proposal Request. Unless otherwise designated by the Architect, the form to be utilized by Architect for a Proposal Request shall be the AIA Document G709, Proposal Request.

§7.5.2 The Contractor shall respond with a proposal to the Architect (a "Proposal") within seven (7) days after receiving the Proposal Request, and the Contractor shall include with its Proposal the Contractor's proposed adjustments to the Contract Sum and Contract Time. The allowable time for the Contractor's response may be extended by written agreement of the Contractor, the Owner and the Architect. Failure to respond within the allowed time frame may result in the Owner proceeding with the work through any other means.

§7.5.3 The Contractor shall hold the Proposal valid and open for acceptance for at least thirty (30) days. The acceptance period may be adjusted by mutual written consent of the Contractor and the Owner.

§7.5.4 The Owner may accept the Proposal in writing at which point the Contractor's obligations to perform the work as outlined in the Proposal shall become binding. The parties promptly thereafter shall memorialize the Owner's acceptance

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of the Proposal through a Change Order.

§ 7.6 Request for Change Order

§7.6.1 The Contractor may initiate a Change Order request by submitting written notice to the Architect and Owner accompanied by a Proposal meeting the requirements of Section 7.5. If the Owner or Architect reject or do not respond to the Contractor's Change Order request within sixty (60) days following submission, the Contractor may make a Claim in accordance with applicable provisions of Article 15, and the timeline for initiating a Claim begins to run on the sooner of either the date of the rejection or the expiration of the sixty (60) day period.

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Where the term "business day" is used, if the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

§ 8.2.2 The Contractor shall not ~~knowingly~~, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required 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.

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§ 8.3.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Time, or both: (i) on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather on Work not on the critical path; (ii) to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or (iii) on account of the delay of any Work not on the critical path.

§ 8.3.~~2 Claims relating to time shall be made in accordance with applicable provisions of Article 15~~3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless (i) the delay is caused by the Owner or (ii) the delay was not authorized or permitted under the Contract.

§ 8.3.~~3 This~~4 Claims under this Section 8.3 ~~does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents~~shall be made in accordance with applicable provisions of Article 15.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed by twenty percent (20%) or more so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, and unless a different timeline is specified in the Agreement, the Contractor shall submit a schedule of values to the Architect ~~before the first Application for Payment~~within ten (10) days following the date of commencement of the Work, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values ~~shall be~~, including changes to the Contract Sum and changes required by the Architect if the Architect subsequently determines the schedule of values to be in any way unreasonable or inaccurate, shall be promptly submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3.1 ~~At least ten days before the date~~In accordance with the timelines established ~~for each progress payment~~in the Agreement, 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. The application shall be notarized, if required, and supported by ~~all data substantiating the Contractor's right to payment that the Owner or Architect~~

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~~require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers~~(i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application for Payment was submitted have been paid or otherwise satisfied; (ii) a current list of the Subcontractors and suppliers showing their respective contract sums, amounts paid, and amounts due; (iii) schedule of all materials and equipment stored on-site; (iv) documentation required for materials and equipment stored off-site; (v) conditional lien waivers and releases from Contractor and from all Subcontractors and suppliers to be paid from the payment resulting from the Application for Payment; (vi) unconditional lien waivers and releases from Contractor and from all Subcontractors and suppliers for which Contractor was required to provide a conditional lien waiver in connection with a prior Application for Payment; and (vii) such other data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.2.1 The Contractor's request for storage of materials and equipment off site shall minimally include:

.1A 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.

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

.3A letter from the Contractor's surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve the Contractor of its responsibility to complete the Work.

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

.5Information pertaining to the Contractor's place of storage, the layout and security of the place of storage, and such information that verifies that the materials are securely stored at the place of storage.

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

§ 9.4.1 The Architect will~~, within seven days after receipt of the Contractor's Application for Payment,~~ either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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§ 9.5.2 When ~~either party~~the Contractor disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application for Payment~~Contractor disputes a determination by the Architect with regard to a Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ~~seven days~~the timeline set forth in Ohio Revised Code 4113.61, 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-

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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~~[Intentionally Deleted].

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§ 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~~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. The Contractor shall pay all costs incurred by the Architect, Owner and Separate Contractors for costs due to excessive inspections without fault of the Architect or Owner. Unless otherwise provided in the Contract Documents, inspections to determine Substantial Completion in excess of one (1) without the fault of the Architect or Owner shall be deemed excessive.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier~~. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted~~, including but not limited to claims for unjust enrichment. In the event that the Owner receives a claim affidavit in accordance with Ohio Revised Code Chapter 1311 relating to amounts due and unpaid for labor and work performed and material furnished for the Work, the Owner shall detain the amount due and owing from the Contractor unless and until the claim is released and/or discharged as more particularly set forth in said Chapter 1311. Posting a bond or other security discharging a lien shall not relieve the Contractor of its indemnity obligations in this Section.

If the ~~Architect does not issue a Certificate for Payment~~Owner, 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~~Agreement, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received~~. The Contract Time~~ provided that Contractor shall ~~be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~not stop Work for non-payment if the Owner initiates the payment process for any undisputed amounts due the Contractor.

§ 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, including all necessary testing and/or startup, and when all required occupancy permits and any other necessary permits and approvals, if any, have been issued, so that the Owner can occupy or utilize the Work for its intended use, subject only to the completion or correction of minor items of Work that will not interfere with or hinder the Owner's use of the Work and areas adjacent to the Project site.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is ~~substantially complete~~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 or correct all Work in accordance with the Contract Documents.

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§ 9.8.4 When the Work or designated portion thereof is ~~substantially complete~~Substantially Complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish

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responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. (the "punch list"), or, if no timeframe is fixed, then not greater than thirty (30) days from the date of the Certificate. Failure to include an item on the Certificate and punch list does not alter the responsibility of the Contractor to complete or correct deficiencies in the Work in accordance with the Contract Documents. 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.

§ 9.10.2 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 encumberedProject (less amounts withheld by Owner) have been paid or otherwise satisfied (unless a different form is agreed to, Contractor shall provide the AIA Document G-706, Contractors Affidavit of Payment of Debts and Claims and AIA Document G-706A, Contractors Affidavit of Release of Liens), (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of the Contractor's surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) ifall documents and items required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract,to be submitted by Contractor in accordance with the Contract Documents which shall include those items set forth in Section 3.11 which have not previously been delivered to Owner, (7) unconditional lien waivers and releases from Contractor and all Subcontractors and suppliers; and (8) if required by the Owner, other data establishing payment or satisfaction of obligations 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.and following certification of an Application for Payment, the Owner shall make payment of retainage as set forth in the Agreement.

§ 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 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially completeSubstantially 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 completeSubstantially 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.

§ 9.9.3 Unless otherwise agreed upon in writing, 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.

§ 9.10.1 Upon receipt of the Contractor's 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. When the 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 the Contract Documents and

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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. The Contractor shall pay all costs incurred by the Architect, Owner and Separate Contractors for costs due to excessive inspections without fault of the Architect or Owner. Unless otherwise provided in the Contract Documents, inspections to determine final completion in excess of one (1) without the fault of the Architect or Owner shall be deemed excessive.

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

.3 terms of special warranties and guarantees required by the Contract Documents; ~~or~~

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or

.5 claims, damages, losses or expenses for indemnification.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor's safety program shall be written and a copy maintained at the Project site for inspection, upon request. Neither the Owner nor the Architect accept any responsibility or liability for the safety of the Contractor's employees or for enforcing the Contractor's safety program. Additionally, Contractor shall comply with the Owner's rules, regulations, and policies including, but not limited to, the Owner's safety, health, and infection control policies and programs.

.2the 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, a Subcontractor, or a Sub-subcontractor; ~~and~~

.3other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, benchmarks, monuments, other reference points, and utilities not designated for removal, relocation, or replacement in the course of construction; and

.4 construction or operations by the Owner and Separate Contractors.

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§ 10.2.11 The Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Safety Program or a comparable program approved by the Bureau that meets the requirements of Ohio Revised Code 153.03. Contractor shall comply with and shall require its Subcontractors to comply with the Ohio Bureau of Workers' Compensation's Drug-Free Workplace Program requirements under Revised Code 153.03(E), and Contractor shall include language in its subcontractual agreements mandating that each Subcontractor require Sub-subcontractors to similarly comply with the Ohio Bureau of Workers' Compensation's Drug-Free Workplace Program requirements.

§ 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 give Owner and Architect reasonable advance notice thereof and shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

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, notice of the 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 and names of witnesses to enable the other party to investigate the matter.

§ 10.2.9 If a Separate Contractor incurs damages resulting from the Contractor's performance of its Work, and the Contractor fails to remedy the damage or to reimburse the Separate Contractor for its damages, then the Owner reserves the right to pay the Separate Contractor suffering the damage and deduct such amounts from the amount due the

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Contractor.

§ 10.2.10 The Contractor acknowledges that the safety of the public and of the employees, invitees and guests of the Owner is of the utmost importance. While the Contractor is at the Project site, the Contractor will take no action that would jeopardize the safety of the public and of the Owner's employees, invitees or guests and, without the Owner's written approval, shall take no action that would interfere with the Owner's activities. The Owner reserves the right to require the Contractor and its employees to wear identification (subject to applicable safety standards), to stay in designated Work areas at all times while on the Owner's property and to record on a log a person's presence immediately upon entering the Owner's property. The Owner shall have the right to effect the immediate removal of a person from the Project site for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any inappropriate behavior directed toward or in the vicinity of employees, invitees or guests of the Owner or for other good cause shown.

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance that is concealed or 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain or cause to be obtained 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by~~The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (i) the Owner causes remedial work to be performed that results in the absence of the materials or substances or renders the material or substance harmless as evidenced by a written report which is prepared by an environmental consultant retained by Owner, or (ii) the Owner and the Contractor, by written agreement, decide to resume performance of the Work, or (iii) the Work may safely and lawfully proceed, as determined by an appropriate governmental authority. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum equitably adjusted based on the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 ~~To the fullest extent permitted by law, the~~[Intentionally Deleted].

§ 10.3.4 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 hazardous 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 hazardous 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.~~not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances

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are required by the Contract Documents. The Owner shall be responsible for hazardous 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. Hazardous materials or substances to be used at the Project site by Contractor shall be identified by a Safety Data Sheet. The Contractor shall assemble all of its applicable Safety Data Sheet in a notebook and submit it to the Architect for its information prior to a hazardous material or substance being brought to the Project site. The Contractor shall maintain all Safety Data Sheet notebooks at the Project site for the duration of the Project.

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§ 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 reimburse the Contractor for all cost and expense thereby incurred~~[Intentionally Deleted].

§ 11.1.1 The Contractor shall purchase from and maintain ~~insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents~~in a company or companies rated A- or higher by Best Insurance Reports and lawfully authorized to do business in the State of Ohio 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.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~insurance required by Section 11.1.1 shall include and shall be written for not less than the following, or as required by law, whichever coverage is greater.

.1 Workers' Compensation: Statutory

.2Employer's Liability: (1) an each-accident limit of not less than $1,000,000, (2) a disease each-employee limit of not less than $1,000,000, and (3) a disease policy limit of not less than $1,000,000;

~~§ 11.1.3 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.~~3Commercial General Liability ("CGL"): (1) an each-occurrence limit of not less than $2,000,000, (2) a general-aggregate limit of not less than $2,000,000, and (3) a products and completed-operations aggregate limit of not less than $2,000,000. The CGL insurance shall provide at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations (shall not exclude coverage to the additional insured(s) for bodily injury or property damage), personal and advertising injury, and liability assumed under an insured contract. The CGL insurance shall not exclude coverage for damage to electronic data. The CGL policy shall be endorsed providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects;

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~4Automobile Liability: covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with

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a combined single limit of $1,000,000 each accident;

.5Umbrella/Excess Liability: Such policies shall be supplemented by an umbrella policy of additional protection in the amount of $5,000,000 aggregate;

.6If the Contractor is required to furnish professional services as part of the Work, the Contractor shall maintain Professional Liability Insurance covering performance of the professional services, with policy limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate; and

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.7Pollution Liability: If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, asbestos abatement, storage-tank removal, or similar activities), or involves hazardous materials, the Contractor shall maintain a contractor's pollution liability policy with (1) a per-claim limit of not less than $1,000,000 and (2) an annual-aggregate limit of not less than $1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work. The policy shall have an effective date, which is on or before the date of commencement of the Work.

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance~~1.6 All liability policies required in this Section 11.1 shall be primary and non-contributory with respect to any other insurance or self-insurance programs that cover the Owner or an additional insured.

~~§ 11.2 Owner's Insurance~~

~~§ 11.2.1~~ The ~~Owner~~Contractor shall ~~purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~ maintain required coverages without interruption from the date of commencement of the Work and for not less than five years following Substantial Completion. The Contractor shall pay all deductibles, self-insured retentions, or both contained in the policies of insurance. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period.

~~§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto~~1.3 The Contractor shall submit to the Architect and the Owner a copy of certificates of insurance prior to commencement of the Work. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner and Architect as additional

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insureds and shall contain a statement that the Owner will be notified 30 days prior to the cancellation of any insurance policy evidenced by this certificate. The additional insureds requirements of this Section shall include completed and ongoing operations and Contractor shall provide additional insured endorsements. An additional certificate evidencing continuation of liability coverage, including coverage for completed and ongoing operations, shall be submitted with the final Application for Payment as required by Section 9.10.2. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy if and to the extent required to meet the insurance requirements of this Section 11.1. All renewal and replacement policies shall comply with the requirements of this Section 11.1. A failure of the Owner to request a certificate or other evidence of compliance with the insurance requirements or a failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

§ 11.1.4 The Contractor shall cause all Subcontractors to provide Workers' Compensation, Employer's Liability, CGL and Automobile Liability Insurance in amounts equivalent to the amounts required of Contractor under Section 11.1.2 and certificates of insurance related thereto. Such certificates shall name the Owner and Architect as additional insureds. Subcontractor insurance in amounts that are less than what is required by this Section 11.1.4 shall be subject to Owner's approval, not to be unreasonably withheld.

§ 11.1.5 The Contractor shall not commence Work under the Contract until the Contractor has obtained and provided proof of all insurance required under this heading.

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§ 11.3.2 ~~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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

§ 11.1.7 If Contractor fails to purchase and/or maintain any insurance required under Section 11.1, the Owner may, but shall not be obligated to, upon seven (7) days written notice to Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 11.1.8 Performance Bond and Payment Bond

§ 11.1.8.1 The Contractor shall furnish bonds as required in the Agreement between Owner and Contractor.

§ 11.1.8.2 The Contractor shall keep the surety informed of the progress of the Work, and, where necessary, obtain the surety's consent to, or waiver of, (i) notice of changes in the Work; (ii) request for reduction or release of retainage; (iii) request for final payment; and (iv) any other item required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety. The Owner may, in the Owner's sole discretion, inform the surety of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interests, privileges and benefits under and pursuant to any bond issued in connection with the Work. The Contractor shall be notified by the Owner, in writing, of any communications with the surety.

§ 11.1.8.3 ~~Waivers of Subrogation~~

~~§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified~~

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~~above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property~~ If at any time any surety providing bonds for the Project (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (2) has liquidated all assets or has made a general assignment for the benefit of its creditors; (3) is placed in receivership; (4) otherwise petitions a state or federal court for protection from its creditors; or (5) allows its license to do business in Ohio to lapse or to be revoked, then the Contractor shall immediately, but no later than 21 days of any such action listed above, provide the Owner with new bonds in the form and amount required under the Contract.

§ 11.2 Property Insurance

§ 11.2.1 Unless otherwise provided in the Agreement, 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. 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 or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later.

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~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

~~§11.5 Adjustment and Settlement of Insured Loss~~

~~§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include 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, tornado, flood, windstorm, explosion, breakage of glass, falsework, testing and startup, temporary buildings and structures, materials used in the construction process, hot and cold testing, 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. Coverage shall include a provision to pay the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property (including overtime wages directly incurred to accelerate restoration or repair of the damaged property, and the extra costs that are directly incurred to rapidly transport materials and supplies necessary to the repair or replacement); soft costs coverage to the extent commercially available to comparable insureds, including the reasonable direct costs incurred by Architect and/or Contractor as a result of a property damage loss covered by the policy; and provisions for mechanical or electrical breakdown, or boiler system testing. Coverage shall be primary to all other applicable insurance. Notwithstanding any of the foregoing, the insurance shall include coverage only for those costs incurred as a direct result of direct physical damage to property otherwise covered by the policy; business income, business interruption, home office overhead, and lost productivity costs of Contractor or any subcontractor at any tier shall not be covered.

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§ 11.2.1.2 If the property insurance requires minimum deductibles, the Contractor shall pay costs not covered by the insurance because of such deductibles.

§ 11.2.1.3 This property insurance shall cover portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

§ 11.2.1.4 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 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.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work2.1.5 The insurance required by this Section 11.2 is not intended to cover machinery, tools, apparatus, scaffolding, hoists, forms, staging, shoring or other equipment owned or rented by the Contractor which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment.

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§ 11.3 WAIVERS OF SUBROGATION

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of WorkWith respect to items of Work that are corrected, completed or first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Workbut prior to final completion of the Project, including completed punch list items, the one-year period with respect to these items shall commence upon correction or completion of the item.

The Contractor waives all rights against the Owner and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise. Contractor shall require of its Subcontractors, by appropriate written agreements, similar waivers each in favor of the Owner and Contractor; all Sub-subcontractors at every tier shall also be bound by and comply with this same requirement in their respective agreements.

§ 11.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, as their interests may appear. 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. The Owner in good faith shall have power to adjust and settle a loss with insurers.

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, withinfor a period of 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 any 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

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promptly after receipt of 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 correctContractor shall correct any of the Work that is found defective in workmanship, materials or not in accordance with the requirements of the Contract Documents. If defective or nonconforming Work becomes apparent within the one-year period, the Owner shall notify the Contractor in writing. Within fourteen (14) days of receipt of said notice, the Contractor shall visit the Project in the company of one or more representatives of the Owner to determine the extent of the defective or nonconforming Work. If the defective or nonconforming Work is considered by the Owner to be an emergency, the Owner may require the Contractor to visit the Project within one (1) calendar day or less of receipt of said notice. The Contractor shall promptly repair or replace the defective or nonconforming Work, including all adjacent Work damaged as a result of such defective or nonconforming Work. The Contractor shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective or nonconforming Work. If the Contractor fails to correct defective or 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 2.5.

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§ 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 12.2One month prior to the end of the one (1) year period, the Contractor shall attend a walk-through of the Project scheduled by the Architect.

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. The acceptance of nonconforming Work by the Owner shall be by written Change Order.

The Contract shall be governed by the lawlaws of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the County where the Project is located which shall have exclusive jurisdiction to the exclusion of all other jurisdictions. The applicable statutes of limitations and repose under Ohio law shall apply to all causes of action between the Owner and Contractor.

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

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§ 13.7.1.1. That, in the hiring of employees for the performance of Work under the Contract or any Subcontract, Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not discriminate against any citizen of the state who are qualified and available to perform the services to which the employment relates by reason of race, color, religion, sex, age, disability, military status as defined in section 4112.01 of the Revised Code, veteran status, national origin, ancestry, sexual orientation, gender identity (including gender expression), marital status or genetics; and

§ 13.4.1 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 be present at and shall give the Architect timely notice of when and where tests and inspections are to be made, including intermediate and final inspections, so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for

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tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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. The Contractor also agrees the cost of testing services required for the convenience of the Contractor in the scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

§ 13.4.7 Any reports or documents resulting from tests, inspections and approvals required under this Section 13.4 shall be submitted to the Owner and Architect.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate set forth in the ~~parties 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~~Agreement.

§ 13.6 Training Sessions

The Contractor will participate in training sessions for the Owner in cooperation with the Architect, Owner, Owner's personnel and consultants and the Contractor will participate in tests in cooperation with the Architect, Owner, Owner's personnel and consultants to the extent applicable to the Contractor's Work.

§ 13.7 Equal Opportunity

§ 13.7.1 The Contractor shall comply with applicable law regarding equal employment opportunity, including Ohio Revised Code Section 153.59. The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator, with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract. The Contractor agrees to the following:

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§ 13.7.1.2. That Contractor and any Subcontractor or person acting on Contractor's or a Subcontractor's behalf shall not in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of services under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, gender identity (including gender expression), marital status or genetics.

§ 13.7.2. In the event the Contractor fails to comply with these nondiscrimination clauses, the Contractor shall be subject to the forfeiture requirements of Ohio Revised Code Section 153.60.

§ 13.7.3 Hiring Under State Public Improvement Contracts. Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within thirty (30) days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in Ohio Revised Code Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and journeyperson's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

§ 13.8 The table of contents, titles, headings, running headlines and marginal notes contained in the Contract are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or describe or limit the interpretation of the provisions to which they refer.

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~75 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or

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entities performing portions of the Work, for any of the following reasons:

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

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

.3Because 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 reasonable evidence as required by Section 2.2~~[Intentionally Deleted].

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon ~~seven~~thirty days' notice to the Owner and Architect, terminate the Contract ~~and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~

~~§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~provided that the reason for the termination is not cured within the thirty-day period and recover from the Owner payment for Work executed as of the date of termination, but not overhead and profit on Work not executed and not to exceed the Contract Sum (however, if such reason for termination cannot reasonably be cured within the thirty-day period, then Contractor shall not terminate the Contract so long as Owner commences to cure the reason for termination within such thirty-day period and diligently pursues such cure).

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.2fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers~~Suppliers;

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner 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' notice, and provided that the reason for the termination is not cured within the seven-day period, terminate employment of the Contractor and ~~may, subject to any prior rights of the surety~~/or exercise the following non-exclusive remedies which will be cumulative:

.3Finish 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~~general accounting of the costs incurred by the Owner in finishing the Work.

§ 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~~then Contractor shall be paid ~~to the Contractor~~for Work that it satisfactorily performed prior to the date of termination but not to exceed such excess unpaid balance. If such costs and damages exceed the unpaid balance, the Contractor and the Contractor's surety 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.

§ 14.2.5 Should the Owner terminate this Agreement for cause under this Section 14.2, but that cause be subsequently found insufficient to support termination, the termination shall be deemed one of convenience under Section 14.4.

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§ 14.2.6 If the Contract is terminated for cause, the Contractor's surety may perform the Contract. If the Contractor's surety does not commence performance of the Contract within ten (10) days of the date of Contract termination, the Owner may complete the Work by means the Owner determines appropriate. If the Contractor's surety performs the Work, the provisions of the Contract Documents govern the surety's performance, with the surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Owner to complete the Work.

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

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

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§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall with respect to the Work that is terminated:

.3except 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; and

.4deliver to Owner all Project-related documents and work product of Contractor and its Subcontractors related to the Work.

§ 14.4.3 ~~In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement~~If the Contract is terminated in accordance with this Section 14.4, 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 and reasonable expenses directly attributable to the termination, but not for overhead or lost profit on unperformed Work, 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 Construction Change Directives, and iii) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Construction Change Directives.

§ 14.4.4 The termination of the Contract under this Section 14.4 shall be without prejudice to rights or remedies which exist at the time of termination.

§ 14.5 Contractor Insolvency

§ 14.5.1 The Owner may immediately terminate the Agreement for cause if:

§ 14.5.1.1 the Contractor commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws; or

§ 14.5.1.2 any legal entity commences an involuntary case against the Contractor under Title 11 of the United States Code or the corresponding provisions of any successor laws and (1) the case is not dismissed within 60 days after its commencement; or (2) the court before which the case is pending issues an order for relief or similar order approving the case; or

§ 14.5.1.3 a court of competent jurisdiction appoints, or the Contractor makes an assignment of all or substantially all of its assets to, a receiver, trustee, liquidator, or other similar custodian for the Contractor or all or substantially all of the Contractor's assets; or

§ 14.5.1.4 any attachment, execution, or other judicial seizure is levied against all or substantially all of the Contractor's

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assets; or

§ 14.5.1.5 the Contractor takes any action toward the dissolution or winding up of its business; or

§ 14.5.1.6 the Contractor fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or it acknowledges in writing that it is unable to do so.

§ 14.5.2 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code §365, 11 U.S.C. §365, within 20 days after the filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition.

§ 14.5.3 If the Owner intends to exercise its termination rights under this Section 14.5, the Owner shall notify the Contractor in writing of the Owner's termination of the Contract and the cause(s) for that termination.

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§ 14.5.4 The Contractor agrees to the granting of relief from the automatic stay of the Bankruptcy Code, 11 U.S.C. §362(a), to permit the Owner to terminate the Contract for cause in such instance and issue and serve all notices necessary to terminate the Contract or arising out of the termination of the Contract and to take any and all other action necessary to terminate the Contract.

A Claim is a demand or assertion by ~~one of~~ the ~~parties~~Contractor seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question ~~between~~asserted by 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. This Section 15.1.1~~Contractor. The Contract, including but not limited to this Article 15 does not require the Owner to ~~file~~make a ~~Claim in order to impose liquidated damages~~claim, dispute, demand or assertion against the Contractor for the payment of money, a change in the Contract Time or other relief or in order for the Owner to exercise its rights and remedies against the Contractor, including but not limited to the remedying of a Contractor default, the imposition of liquidated damages and binding dispute resolution in accordance with the Contract Documents.

§ 15.1.2 Time Limits on ~~Claims~~Causes of Action

The Owner and Contractor shall commence all ~~Claims and~~ causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work~~statute of limitation and repose. The Owner and Contractor waive all ~~Claims and~~ causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3.1 ~~Claims by either the Owner or~~Time Limit on Claims. A Claim or Claims by Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the ~~other party~~Owner 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~~the Contractor under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after ~~the claimant~~Contractor first recognizes the condition giving rise to the Claim, whichever is later. Failure to submit proper and timely notice in accordance with this Section shall constitute a waiver and abandonment of the Claim by Contractor.

§ 15.1.3.2 Contractor Claims ~~by either~~and claims by the Owner ~~or Contractor~~, where the condition giving rise ~~to the Claim~~ is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

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§ 15.2.1 Contractor Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3~~, 10~~ and10.4, ~~and 11.5,~~ 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, ~~the party asserting the Claim~~Contractor may demand mediation and binding dispute resolution without a 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.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions, as recorded at the government-controlled weather-recording facility nearest to the Project site, were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor

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

.2damages 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor shall this Section 15.1.7 apply to a party's gross negligence, willful misconduct or indemnity obligations.

§ 15.1.8 Substantiation and Certification of Claim

§ 15.1.8.1 Substantiation of Claim. Within fifteen (15) days after the initiation of a Claim by Contractor, the Contractor shall substantiate its Claim by providing the following minimum written information to Owner: (i) a narrative of the circumstances which gave rise to the Claim, including, without limitation, the start date of the event or events and the actual, or anticipated, finish date; (ii) detailed identification of the Work affected by the event giving rise to the Claim; (iii) copies of the Contractor's daily log for each day of impact; (iv) copies of relevant correspondence and other information regarding or supporting Contractor's entitlement; (v) copies of the Contractor's most recent income statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; (vi) if the Claim is for additional cost, the amount of the Claim, the information specified in Section 15.1.5 herein and a statement that the increase requested is the entire increase in the Contract Sum associated with the Claim; (vii) if the Claim is for additional Contract Time, the information specified in Section 15.1.6 herein. Contractor shall also provide such additional information as requested by Owner or Architect to substantiate the Contractor's Claim within ten (10) days following request. The Contractor shall provide the required information in the formats requested, which include both paper and electronic copies. The Contractor's failure to comply with the requirements of this Section shall constitute an irrevocable waiver of the Claim.

§ 15.1.8.2 Certification of Claim. Within fifteen (15) days after the initiation of the Claim by Contractor, the Contractor shall certify its Claim by providing the notarized certification, signed and dated by the Contractor, as follows: "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount requested is a fair, reasonable, and necessary adjustment for which the Contractor believes the Owner is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor." The Contractor's failure to comply with the requirements of this Section shall constitute an irrevocable waiver

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of the Claim.

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§ 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~~Contractor or a response with supporting data from the ~~other party~~Owner, (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.

§ 15.2.4 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 the 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.~~

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

§ 15.3.1 ~~Claims, disputes~~Disputes, or other matters in controversy between the parties, including a Claim, arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their ~~Claims~~disputes or other matters in controversy 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.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:18:12 EST on 11/11/2026 under Order No. 20240033079 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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BID FORM

Project: Dublin City School District, DCSD Plumbing Improvements Project – Olde Sawmill Elementary School and Coffman High School.

The undersigned, having read and examined the premises and the Contract Documents, including without limitation the Drawings and Specifications, prepared for the above-referenced Project, and the following Addenda:

Addendum Number	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

submits its Bid for the Project.

The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

ITEM 1. BASE BID

ALL LABOR AND MATERIALS, for the sum of $_____

Sum in words:_____

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. The Bidder agrees that the Contract Sum, as amended from time to time by Change Order, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that a Contractor's sole remedy for such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined Bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the 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 Base Bid, Unit Prices or Alternate Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate Bid in the Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate Bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

6. 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.

7. 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.

8. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.

9. The Bidder certifies that upon the execution of the Contract, the Contractor shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP throughout the entire Project, in accordance with Ohio Revised Code Sections 153.03 to 153.031. The Bidder shall ensure that all Subcontractors to be enrolled in good standing in the Ohio Bureau of Workers' Compensation DFWP or comparable Bureau of Workers' Compensation approved program that meets the requirements specified in Ohio Revised Code Sections 153.03 to 153.031, prior to the Subcontractor providing labor at the Project site.

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.

BIDDER SIGNATURE AND INFORMATION

Bidder's Authorized Signature: _____

Bidder is: (check one): _____Corporation _____Partnership _____Individual Proprietorship

Please print or type the following:

Name of Bidder's Authorized Signatory: _____

Title of Bidder's Authorized Signatory: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

State of Incorporation: _____

Federal Tax ID Number: _____

Contractor's Designated Project Representative:

Print Name: _____

Title: _____

E-mail: _____

DUBLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20___,

_____
(Name of Contractor)

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County	Amount (includes total amount due, plus penalties and interest thereon)
Delaware	$_____
Franklin	$_____
Union	$_____

( ) is not charged with delinquent personal property taxes on the general list of personal property in Delaware, Franklin, or Union Counties.

_____

_____
(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20__.
The notarial act certified is hereby a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
(Notary Public)

My commission expires

_____, 20__

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO: _____
_____
_____
_____

NAME OF PROJECT: _____

SUBMITTED BY: _____

CONTRACTOR PROJECT CONTACT NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

PRINCIPAL OFFICE: _____

☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

#	Question	Response
1 - Organization		
1.1	How many years has your organization been in business as a Contractor in the construction industry?	
1.2	How many years has your organization been in business under its present business name?	
1.2.1	Under what other or former names has your organization operated?	
1.3	Is your organization a corporation? If yes, answer #1.3.1 – 1.3.6	
1.3.1	Date of incorporation	
1.3.2	State of incorporation	

1.3.3	President's name	
1.3.4	Vice President's name(s)	
1.3.5	Secretary's name	
1.3.6	Treasurer's name	
1.4	Is your organization a partnership? If yes, answer #1.4.1 – 1.4.3	
1.4.1	Date of organization	
1.4.2	Type of partnership (if applicable)	
1.4.3	Name(s) of general partner(s)	
1.5	Is your organization individually owned? If yes, answer #1.5.1 – 1.5.2	
1.5.1	Date of organization	
1.5.2	Name of owner	
1.6	If the form of your organization is other than those listed above, describe it and name the principals.	

2 - Licensing		
2.1	List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.	
2.2	List jurisdictions in which your organization's partnership or trade name is filed.	
2.3	List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of your organization, to the extent that any work to be performed on this Project is within the field of such licensed profession.	
3 - Financing		
3.1	Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses); Net Fixed Assets; Other Assets; Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).	
3.2	Name and address of firm preparing attached financial statement, and date thereof.	
3.3	Is the attached financial statement for the identical organization named on page one?	

3.4	If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).	
3.5	Will the organization whose financial statement is attached act as guarantor of the contract for construction?	
3.6 - Financing: After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder must submit additional financial information as requested.		
4 - References		
4.1	Trade References	
4.2	Bank References	
4.3	Surety – name of bonding company	
4.4	Surety – name and address of agent	
5 – Claims and Organization History		

5.1	Attach your organization's record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code. If none, state "none".	
5.2	Does your organization participate in a drug-free workplace program?	
5.3	Has your organization ever failed to complete any work or failed to complete any work by the substantial completion date, final completion date, or in a timely manner? If yes, attach details.	
5.4	Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.	
5.5	Has your organization ever failed to comply with federal, state, and local laws, rules and regulations including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.	
5.6	Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.	
5.7	If any of the following members of your organization's management – president, chairman of the board, or any director – operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.	

5.8	If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."	
5.9	If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."	
5.10	List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.	
6 - Experience		
6.1	List the categories of work that your organization normally performs with its own forces	
6.2	State average annual amount of construction work your organization has performed during the last five years	
6.3	State total amount of work in progress and under contract	
6.4	Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.	

6.5	In the chart below, provide the following information for each contract your organization has had during the last 5 years, including current contracts, where the Contract Sum is/was 50% or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, and the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than 10 of these contracts only provide information on the most recent 10 contracts, including current contracts.

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

6.6	In the chart below, provide the following information for each project your organization has had during the last 5 years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than 5 of these projects, only provide information on the most recent 5 projects, including current projects.

Project and Scope of Work	Contract Sum	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

6.7 In the chart below, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information, the last three projects on which the person worked and the name and telephone number of the design professional and the Owner. Attach a separate sheet if necessary, identifying the question number.

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

6.8 In the chart below, list construction projects your organization has in progress with an original Contract Sum of more than $100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date. Attach a separate sheet if necessary, identifying the question number.

Project/Scope of Work	Contract Sum	Scheduled Completion Date	% Complete	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project/Scope of Work	Contract Sum	Scheduled Completion Date	% Complete	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Additional Criteria. The Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in the Bidding and Contract Documents after the bid opening. The Owner may consider such information and documentation in determining which bidder is the lowest responsible. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

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

SIGNATURE_____

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____[PRINT NAME]

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

_____
Notary Public

My Commission Expires: _____

SEAL

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ _____ ("Contractor") as principal and _____ _____ as surety are hereby held and firmly bound unto the **Dublin City School District Board of Education**, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 20__, to undertake the construction of the DCSD Plumbing Improvements Project – Olde Sawmill Elementary School and Coffman High School ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ _____ Dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

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

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

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

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

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

_____
PRINCIPAL

By: _____

Printed Name & Title: _____

_____
SURETY

By: _____

Printed Name & Title: _____

_____

Surety's Address: _____

_____

Surety's Telephone Number: _____

Surety's Fax Number: _____

_____
SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

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

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

CONTRACT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the **Dublin City School District Board of Education** ("Owner") as obligee, in the penal sum of _____ Dollars ($ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20__, enter into a contract with the Owner for construction of the _____ **Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

_____
(PRINCIPAL)

By: _____

Printed Name & Title: _____

_____

_____
(SURETY)

By: _____

Printed Name & Title: _____

_____

Surety's Address: _____

_____

_____

Surety's Telephone Number: _____

Surety's Fax Number: _____

_____
NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

_____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

Ohio | Department of Taxation
tax.ohio.gov

Reset Form

STEC CC
Rev. 11/14

Sales and Use Tax
Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name: Dublin City School District Board of Education

Exact location of job/project:

Name of job/project as it appears on contract documentation: DCSD Plumbing Improvements Project - Olde Sawmill Elementary School and Coffman High Sch

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

☐	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☑	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☑	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	☐	A computer data center entitled to exemption under R.C. 122.175;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	A house of public worship or religious education;		
☐	The original construction of a sports facility under R.C. section 307.696;	☐	A hospital facility entitled to exemption under R.C. section 140.08;
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

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

Prime Contractor
Name
Signed by
Title
Street address
City, state, ZIP code
Date

Owner/Contractee
Name: Dublin City School District Board of Education
Signed by
Title
Street address: 6371a Shier Rings Road
City, state, ZIP code: Dublin, Ohio 43017
Date

Subcontractor
Name
Signed by
Title
Street address
City, state, ZIP code
Date

Political Subdivision
Name: Same as Owner/Contractee
Signed by
Title
Street address
City, state, ZIP code
Date

VENDOR CRIMINAL HISTORY RECORD CHECK

In adherence with the District's ongoing and continuous pursuit to ensure a safe environment for all students, staff and guests, the following procedure applies to all individuals employed by a private company engaged in services provided to the District (a "vendor").

No such individual/vendor shall be permitted to work within the District unless the vendor provides proof of the following to the Chief Operating Officer or their designee:

1. *that the individual has been the subject of a criminal records check in accordance with R.C. 3319.39 within the last 365 days immediately prior to the date on which the person will begin working in the District; and*
2. *that the criminal records check indicates that the individuals has not been convicted of or pleaded guilty to any offense described in R.C. 3319.39(B)(1); and*
3. *that, if requested by the District, the criminal record has been submitted for District review and approval/denial if it indicates that the individual has been convicted of or pleaded guilty to any felony or other offence described in R.C. 2923.01-03; and*
4. *all convictions noted on the background check will be subject to review. The Operations department has the right to request and collaboratively review all vendor background checks with the Human Resource Department. In addition to the mandatory exclusions listed above, other convictions may result in exclusion.*

Vendors shall be responsible for obtaining all criminal record checks which must be performed by an authorized/accredited agent and conducted by both the Bureau of Criminal Identification/Investigation and Federal Bureau of Investigation. A full list of locations can be found on the Ohio Attorney General's web page. Vendors shall certify in writing on company letterhead the names of all individuals who will be working on District property who meet the requirements outlined above. The District reserves the right to audit background check reports to confirm legitimacy. Cleared reports need not be delivered to the District beyond aforementioned certification unless requested by the District.

The certification template provided should be sent electronically to District Operations c/o: background_check@dublinschools.net. Once the certification has been accepted, the District will notify the vendor that they have been approved to collect an identification badge from the Operations department.

Emergency work performed by a vendor who has not yet completed the criminal record check and certification process must be escorted by a Dublin City Schools employee at all times.

Additional information related to the criminal history record procedure can be found on the District website.

VENDOR LOGO HERE

Vendor Name: _____

Vendor Address: _____

Vendor Contact Phone Number: _____

Vendor Contact Email: _____

Project Name: _____

Project Location(s): _____

Project DCSD Contact: _____

Estimated Project End Date: _____

VENDOR CRIMINAL HISTORY RECORD CHECK

The following employees have obtained a criminal record check in accordance with R.C 3319.39 within the last 365 days and the criminal record check indicates that the individual(s) have not been convicted of or pleaded guilty to any offense described in R.C 3319.39(B)(1) or other offence described in R.C. 2923.01-03;

Name	***Date of Clearance***

We understand that the District reserves the right to request and audit criminal history record check reports to confirm legitimacy.

Printed Name: _____ Date: _____

Signature: _____

SECTION 010110 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Provide all Work as identified in the Contract Documents. The Work proposed in the Contract Document includes but is not limited to the following:
   1. Develop and maintain a detailed and comprehensive Project schedule that plans for and tracks all contract Project activities. Review and update the schedule on a regular basis in accordance with contract requirements as set forth in the General Conditions for the project.
   2. Provide Backflow preventers and heated enclosures with associated electrical construction at Olde Sawmill Elementary School and Coffman High School (the buildings) as designated located at Dublin City School District (DCSD), as shown on the construction drawings.

B. All Work covered by these Contract Documents, including all administrative and procedural services, are to be provided as required by the Front-End Specifications, and Division 1 Sections.

C. Substantial Completion Date: July 30, 2027.

1.2 CONTRACTOR USE OF SITE

A. Access
   1. All Work on this Project shall be consistent with the phasing and outage criteria identified on the contract drawings.
   2. At all times, provide the Design Professional and Owner easy and safe access to the Work site wherever it is in preparation and progress. Provide such access so the Design Professional, and Owner may perform their functions.
      a. Building occupancy: Refer to the drawings for periods where the building can be occupied by the Contractor. Other than Sthe forementioned dates, the building will be occupied but the Contractor may perform Work during after-hours or non-normally occupied areas (e.g. mechanical rooms). Cooperate with Owner during construction periods to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
   3. Cooperate with the Design Professional and Owner's Representative for scheduling required access and stages of Project Work to minimize conflicts and to facilitate Owner's use of the existing facility.

B. Use of Site
   1. Mobilization and Laydown:
      a. Mobilization and laydown areas will be coordinated between the Contractor and owner after contract award.

b. The Contractor will be permitted to store limited materials on site. Coordinate exact location(s) for storage with the Owner.

2. Restroom Use:
   a. The Contractor is not permitted to use the facility restrooms.
   b. The Contractor shall provide their own restroom facilities as required for Contractor use.
3. Deliveries:
   a. The Contractor shall coordinate locations and the way to receive deliveries at the building with the Owner. The Contractor must receive all deliveries. The owner will reject any attempts of vendors to deliver materials to the site when the Contractor is not present.
4. Parking:
   a. The Contractor will be permitted to park vehicles at the Project site (no cost) in areas designated by the Owner. Vehicle parking areas for each site will be coordinated with the Owner after award.
5. Use of Water:
   a. The Contractor may use water from hose bibs in mechanical rooms or janitors closets of the building. The Contractor shall not leave hoses connected between shifts, or when water is not actively being utilized.
   b. Coordinate all use of facility water supply with the Owner's Representative.
6. Use of Electricity for tools and construction activity:
   a. Use of the building's receptacles for hand tools or other such construction related activities is permissible.
   b. Coordinate all use of facility electrical receptacles with the Owner's Representative.
7. Confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and do not unreasonably encumber the Site with any materials or equipment.

1.3 PROTECTION

A. Take all necessary precautions and provide all necessary protection to assure that the buildings will remain weather tight, watertight, and secure during the entire construction period.
   1. Schedule and execute replacement Work to prevent exposing the building interiors to the effects of inclement weather.
   2. Cost of repair of damages to the building and its contents, including materials, equipment, and related operations, due to Contractor's inadequate precautions and protection, shall be at Contractor's expense, as set forth in the A201 General Conditions for the Project.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 010110

SECTION 010390 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions.

B. Field Associating.

C. Preconstruction meeting.

D. Submittal Sample Review meeting.

E. Progress meetings.

F. Coordination and pre-installation meeting.

G. Examination.

H. Preparation

I. Cutting and Patching.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate space requirements, support, and installation of electrical Work which is indicated diagrammatically on Drawings. Follow routing shown for conduit as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.

E. Contractor will be allowed to Work at all sites simultaneously. Contractor are to coordinate the Work with the Owner’s occupied building.

1.3 FIELD ASSOCIATING

A. Contractor to locate and protect survey control and reference points.

B. Confirm drawing dimensions and elevations.

C. Establish elevations, lines, and levels, utilizing recognized Associating survey practices.

D. Record actual locations and conditions of existing and installed Work for inclusion into record drawings for the Project.

1.4 PRECONSTRUCTION MEETING

A. Design Professional will schedule a meeting after Notice of Award.

B. Attendance Required: Owner's representative, Design Professional, and the Contractor.

C. Agenda:
1. Submission of insurance certificates.
2. Status of required contract submittals.
3. Designation of personnel representing the parties in Contract.

1.5 PROGRESS MEETINGS

A. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Corrective measures to regain projected schedules.
7. Planned progress during succeeding Work period.
8. Coordination of projected progress.
9. Maintenance of quality and Work standards.
10. Effect of proposed changes on progress schedule and coordination.

1.6 COORDINATION AND PREINSTALLATION MEETING

A. When required in individual specification sections, convene a pre-installation meeting at Work site prior to commencing Work of the section.

B. Require attendance of parties directly affecting, or affected by, Work of the specific section.

C. Notify the Design Professional five (5) calendar days in advance of meeting date.

D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.

2. Review coordination with related Work.

1.7 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Examine and verify specific conditions described in individual specification sections.

END OF SECTION 010390

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SECTION 010450 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements and limitations for cutting and patching of Work.

1.2 SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of the Owner or Separate Contractor.

B. Include in request:
   1. Identification of Project.
   2. Location and description of affected Work.
   3. Necessity for cutting or alteration.
   4. Description of proposed Work and Products to be used.
   5. Alternatives to cutting and patching.
   6. Effect on work of Owner or Separate Contractor.
   7. Written permission of affected Separate Contractor.
   8. Date and time Work will be executed.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Primary Products: Those required for original installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing Work, assess conditions affecting performance of Work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas that may be exposed by uncovering Work.

C. Maintain excavations free of water.

3.3 CUTTING

A. Execute cutting and fitting including excavation and fill to complete the Work.

B. Remove and replace defective or non-conforming Work.

C. Provide openings in the Work for penetration of mechanical and electrical Work.

D. Cut rigid materials using masonry saw or core drill. Hilti or Charged (cap) tools not allowed.

3.4 PATCHING

A. Contractor shall patch and seal all openings made or exposed by the Work on this Project. Patch and seal openings in detention cells in a secure manner that is resistant to tampering and/or concealment of contraband. Refer to Section 26 00 10 – Electrical General Requirements.

B. Execute patching to complement adjacent Work.

C. Fit Products together to integrate with other Work.

D. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

E. Restore Work with new Products in accordance with requirements of Contract Documents.

F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element.

H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION 010450

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Scheduled amount of Allowance listed herein shall be included in the Base Bid of the project.

1.2 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.3 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products, materials or services as selected by the Owner or A/E.

B. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Allowance No. 1: Lump-Sum Allowance: Include the sum of $25,000 for Fire Watch services or 3rd party testing/inspections of systems as directed by the Owner or A/E.

1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

END OF SECTION 012100

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SECTION 013000 - SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed Products list.

D. Shop Drawings.

E. Product Data.

F. Samples.

G. Manufacturer's installation instructions.

H. Manufacturers' certificates.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with the Design Professional accepted form.

B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.

D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver to the Design Professional at business address. Coordinate submission of related items.

F. For each submittal for review, allow 14 days for the Design Professional review from the date that submittals are made available to the Design Professional to review.

G. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor’s and the Design Professional’s (5” x 5”) review stamps.

I. Revise and resubmit, identify all changes made since previous submission.

J. Submittals not requested will not be recognized or processed.

1.3 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.4 SHOP DRAWINGS

A. Submit all shop drawings electronically.

B. The Contractor shall plan and time shop drawing submittals as appropriate to ensure that equipment can be delivered according to the requirements of the Project. Submit all required shop drawings in a timely manner for review.

C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.5 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

B. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents.

1.6 MANUFACTURER INSTALLATION INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Design Professional in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.7 MANUFACTURER CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer to the Design Professional, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Design Professional.

END OF SECTION 013000

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SECTION 013529 - HEALTH, SAFETY AND ENVIRONMENT

PART 1 - GENERAL

1.1 SUMMARY

A. References: In addition to publications referenced in the Construction Contract Clauses, following Code of Federal Regulations (CFR) publications designate and define hazardous materials and conditions, and establish procedures for handling these materials and conditions. Omission of any publication in this section does not remove any obligation or legal requirement on the part of the Contractor to comply with all legal requirements for the location of the Work.

1. 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards
2. 29 CFR, Part 1926: OSHA Construction Industry Standards.
3. 40 CFR, Part 61: National Emission Standards for Hazardous Air Pollutants.
4. 40 CFR, Part 261: Environmental Protection Agency (EPA) Characteristics of Hazardous Waste.
5. 40 CFR, Part 761: EPA Polychlorinated Biphenyls (PCBs), Manufacturing, Processing, Distribution in Commerce and Use Prohibitions
6. 40 CFR, Part 763: EPA Asbestos.
7. Federal Standards 313A: Material Safety Data Sheets, Preparation and the Submission of.
8. NIH DES Instruction 1340-7: Precautions and Procedures for Entering Manholes or Other Below Grade Confined Spaces.
9. NIH DCAB publication “Standards for Temporary Construction,” March 1988.

B. Hazardous Materials: Some hazardous and toxic materials and substances are included in 29 CFR Part 1910, subparts H and Z, and in 29 CFR Part 1926 and others additionally defined in Federal Standard 313A. Commonly encountered hazardous materials include but are not limited to asbestos, PCBs, explosives and radioactive material.

C. Acquisition of Publications: Referenced CFR publications may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

D. All Contractor employees present on site must have completed OSHA’s “Safety & Health Fundamentals Certificate Program for Construction”.

1.2 SUBMITTALS

A. Contractor’s Safety and Health Program: The Contractor shall submit a written copy of the Company Safety and Health Program as well as the site specific safety and health plan for the Project to the Owner Representative within 14 calendar days of the Notice to Proceed or before Work commences on the Project site, whichever is earlier.

B. Accident Reports: The Contractor must submit to the Owner Representative a written report within three calendar days of any accident, fire, emergency, theft or incident in which any personal or property damage took place, regardless of any other notifications performed. Include a copy of each accident report that is submitted by the Contractor or Subcontractors to their insurance carriers, within seven calendar days after the date of the accident.

C. Material Safety Data Sheets (MSDS): The Contractor shall provide the Material Safety Data Sheets (MSDS's) for all products containing hazardous chemicals to the Owner Representative within 14 calendar days of the Notice to Proceed or before Work commences on the site. The MSDS's shall be maintained at the Project site for workers, Owner personnel and government officials. MSDS's for new products shall similarly be submitted to the Owner Representative and be retained at the Project site until completion of the Project.

1.3 PRECONSTRUCTION SAFETY MEETING

A. Prior to commencing construction, representatives of the Contractor, including the general superintendent and one or more safety representatives, shall meet with the Owner Representative for the purpose of reviewing Contract safety and health requirements.
   1. The Contractor's Safety and Health Program and Site Specific Safety and Health Plan shall be reviewed, and implementation of safety and health provisions pertinent to the Work shall be discussed.
   2. The Contractor shall be prepared to discuss, in detail, the Contractor's Site Specific Safety and Health Plan including measures intended to control any unsafe or unhealthy conditions associated with the Work to be performed under the contract.
   3. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Owner Representative. The conduct of this meeting is not contingent upon a general preconstruction meeting.
   4. The level of detail for the safety meeting is dependent upon the nature of the Work and the potential inherent hazards.

1.4 COMPLIANCE WITH REGULATIONS

A. The Work, including contact with or handling of hazardous materials, disturbance or dismantling of surfaces containing hazardous materials, and disposal of hazardous materials, shall comply with the applicable requirements of 29 CFR Parts 1910 and 1926, and 40 CFR Parts 61, 261, 761 and 763.

B. Work involving disturbance or dismantling of asbestos or asbestos containing materials, demolition of structures containing asbestos and removal of asbestos, shall comply with 40 CFR Part 61, Subparts A and M, and 40 CFR Part 763.

C. Work shall additionally comply with all applicable state and local safety and health regulations.

D. In case of a conflict between applicable regulations, the more stringent requirements shall apply.

E. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable codes, standards and regulations pertaining to the health and safety of personnel during execution of the Work, and shall hold the Owner harmless for any action on the Contractor's part, or that of the Contractor's employees or subcontractors, that result in illness, injury or death.
   1. The Contractor shall have written safety and health programs in compliance with 29 CFR Parts 1910 and 1926.
   2. Inspections, Tests, and Reports: The required inspections, tests and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required, shall be at the Contractor's expense.

1.5 USE OF EXPLOSIVES AND EXPLOSIVE ACTUATED FASTENING TOOLS

A. Use of explosives shall be prohibited.

B. Explosive actuated fastening tools (ex. nail guns, etc.) shall not be used or brought to the Project site without the permission of the Owner Representative, including a safety plan for the use of this equipment.

1.6 WORK UNDERGROUND OR IN CONFINED SPACES

A. Work underground or in confined spaces shall comply with the NIH Division of Engineering Services Instruction Manual 1340-7, "Precautions and Procedures for Entering Manholes or Other Below Grade Confined Spaces" (DES INST 1340-7).

B. Work shall also comply with appropriate MSHA and OSHA regulations including but not limited to 29 CFR 1910.146 and COMAR 09.12.32B.

C. The Contractor shall properly vent manholes and remove water and debris before commencement and during execution of Work in manholes.

1.7 MATERIAL DELIVERIES

A. Whenever practicable, deliveries shall be made during regular working hours and only when the Contractor's representative is available to receive them. Deliver material in approved containers and with properly licensed vehicles and operators. Open delivery vehicles are not permitted. Deliver materials in fully closed vehicles or tarp-covered vehicles. All dump trucks shall be fully covered while in transport to and from the unloading site. All loads shall be securely fastened until unloading. Whenever possible, engines shall not be left running while vehicles are waiting or parked. Do not block roads, walks, building entrances/exits, fire hydrants and standpipes, exterior tanks or building gas connections. Please note that acceptance of deliveries will require a Contractor employee (and one of the allotted escorts) present for the delivery.

1.8 HAZARDOUS MATERIAL

A. The Contractor shall bring to the attention of the Design Professional and the Owner Representative, any material encountered during execution of the Work that the Contractor suspects is hazardous. The Owner Representative shall have the Office of Environmental Health and Safety perform tests to determine if the material is hazardous. The testing and disposal shall be by the Owner at no expense to the Contractor.

1.9 ADDITIONAL SAFETY REQUIREMENTS

A. The Contractor shall post emergency first aid information at a protected location at the Work site.

B. Lockout/Tagout and Confined Space Requirements
   1. No person, regardless of position or authority, shall operate any switch, valve, or equipment that has an official lockout/tag out tag attached to it, nor shall such tag be removed except as provided in this section.
   2. When Work is to be performed on electrical circuits, the Work shall be performed only by qualified personnel following the required safety procedures.
   3. Identification markings on building light and power distribution circuit breakers shall not be relied on for establishing safe Work conditions.
   4. Before clearance will be given on any equipment other than electrical (generally referred to as mechanical apparatus), the apparatus, valves, or systems shall be secured in a passive condition with the appropriate vents, pins, and locks.
   5. Pressurized or vacuum systems shall be vented to relieve differential pressure completely.
   6. Vent valves shall be lockout/tag out tagged open during the course of the Work.
   7. Where dangerous gas or fluid systems are involved, or in areas where the environment may be oxygen deficient, systems or areas shall be purged, ventilated, or otherwise made safe prior to entry.

C. When coring or penetrating floor a safety watch shall be maintained on floor above or below.

D. The Contractor shall maintain traffic pathways in corridors and egress pathways. There shall be no obstruction of pathways and tripping hazards. All stored material must be maintained as to not impede corridors or egress pathway. Barriers shall be installed as needed to protect residence.

1.10 PERSONNEL PROTECTIVE EQUIPMENT

A. Special facilities, devices, equipment and similar items used by the Contractor in execution of the Work shall comply with 29 CFR, Part 1910, Subpart 1 and other applicable regulations.

PART 2 - PRODUCTS

2.1 SAFETY AND HEALTH PROGRAMS: The Contractor shall submit copies of the written site specific Project safety and health plan and emergency action procedures, as applicable to the Work scope, as required as a result of the safety meeting, or as required by OSHA 29 CFR, Part 1926 including but not necessarily limited to the procedures and programs that support the requirements of the following:

A. Designation of Safety Competent Person

B. Occupational Noise Exposure

C. Fall Protection

D. Personnel Protective Equipment

E. Control of Hazardous Energy

F. Hazardous Materials Waste Management Plan (draft if final plan has not been accepted)

G. Electrical Safety Related Work Practices

H. Lead

I. Asbestos

J. Respirator Protection

K. Confined spaces

L. Emergency evacuation and reporting

M. Hot Work

2.2 CONTRACTOR'S SAFETY AND HEALTH PLAN:

A. In addition to specific safety and health programs applicable to the Project, Contractor shall submit to the Owner a copy of the firms' general Safety and Health Plan listing emergency procedures and contact persons with home addresses and telephone numbers.

2.3 PERMITS

A. If hazardous materials are disposed of off-site, submit copies of shipping manifests and permits from applicable federal, state or local authorities and disposal facilities, and submit certificates that the material has been disposed of in accordance with regulations.

PART 3 - EXECUTION

3.1 EMERGENCY SUSPENSION OF WORK

A. When the Contractor is notified by the Design Professional or the Owner Representative, of non-compliance with the safety or health provisions of the Contract, the Contractor shall immediately, unless otherwise instructed, correct the unsafe or unhealthy condition.
   1. If the Contractor fails to comply promptly, all or part of the Work will be stopped by notice form the Design Professional.
   2. When, in the opinion of and by notice given by the Design Professional and or the Owner Representative, satisfactory corrective action has been taken by the Contractor, Work shall resume.
   3. The Contractor shall not be allowed any extension of time or compensation for damages in connection with a Work stoppage for an unsafe or unhealthy condition.

3.2 PROTECTION OF PERSONNEL

A. The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor.

B. Wherever practical, the Work area shall be fenced, barricaded or otherwise blocked off from the public or occupants to prevent unauthorized entry into the Work area.
   1. Provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.
   2. Corridors, aisles, stairways, doors and exit ways shall not be obstructed or used in a manner to encroach upon routes of ingress or egress utilized by the public or occupants, or to present an unsafe or unhealthy condition to the public or occupants.
   3. Store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public or occupants by accidental shifting, ignition or other hazardous activity.
   4. Store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public and occupants. Cover refuse containers, and remove refuse on a frequent regular basis acceptable to the Owner Representative. Use tarpaulins or other means to prevent loose transported materials from dropping from trucks.

C. Alternate Precautions: When the nature of the Work prevents isolation of the Work area and the public or building occupants may be in or pass through, under or over the Work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.

D. Public Thoroughfare: When Work is to be performed over a public thoroughfare such as a sidewalk, roadway or other site access way, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR, Parts 1910 and 1926 shall be provided.

3.3 ENVIRONMENTAL PROTECTION

A. Dispose of solid, liquid and gaseous contaminants in accordance with local codes, laws, ordinances and regulations.

B. Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR, Part 1910.95 and 29 CFR, Part 1926.52.

END OF SECTION 013529

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SECTION 014000 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality assurance - control of installation.

B. Tolerances

C. References.

D. Manufacturers' field services and reports.

1.2 QUALITY ASSURANCE - CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Design Professional before proceeding with proposed Work.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Design Professional before proceeding.

C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids except where a specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Design Professional shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of technical factory representative to Design Professional 30 days in advance of required observations.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Submit report in duplicate within 7 days of observation to Design Professional for information.

END OF SECTION 014000

SECTION 016000 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Transportation and handling.

C. Storage and protection.

D. Product options.

E. Substitutions.

1.2 PRODUCTS

A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

B. Provide interchangeable components of the same manufacture, for components being replaced.

1.3 TRANSPORTATION AND HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.

C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

A. Store and protect Products in accordance with manufacturers' instructions, with seals and labels intact and legible.

B. Store sensitive Products in weather tight, climate controlled enclosures.

C. For exterior storage of fabricated Products, place on sloped supports, above ground.

D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.6 SUBSTITUTIONS

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 016000

SECTION 017000 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Adjusting.

D. Project record documents.

E. Operation and maintenance data.

F. Warranties.

G. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Design Professional’s review.

B. Provide submittals to Design Professional that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean equipment and remove temporary labels, stains and foreign substances from provided equipment.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
   1. Drawings in Autocad electronic format (x.dwg).
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Store record documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

E. Shop Drawings and submittal documents: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

F. Record Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish main floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

G. As-Built Drawings: Modify provided electronic drawings (bid set) to record actual construction including:
   1. Measured depths of foundations in relation to finish main floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and details.
   5. Details not on original Contract drawings.

1.6 OPERATION AND MAINTENANCE DATA

A. Provide hard copies and electronic copies of O&M materials. Submit hard copy data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of Project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 30 pound white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Design Professional, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system, process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Certificates.
      c. Photocopies of warranties and bonds.

E. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Design Professional comments. Revise content of all document sets as required prior to final submission.

F. Submit two sets of revised final volumes, within 10 days after final inspection.

1.7 WARRANTIES

A. Provide notarized copies.

B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.

D. Submit prior to final Application for Payment.

E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

F. Warranty to begin upon Project completion date.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.

B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 017000

SECTION 017300 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Format and content of manuals.

B. Instruction of Owner's personnel.

C. Schedule of submittals.

1.2 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.3 CONTENTS, EACH VOLUME

A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Design Professional, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 40 00.

1.4 MANUAL FOR MATERIALS AND FINISHES

A. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

B. Additional Requirements: As specified in individual Product specification sections.

1.5 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

B. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

C. Include manufacturer's printed operation and maintenance instructions.

D. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

E. Additional Requirements: As specified in individual Product specification sections.

1.6 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

1.7 SUBMITTALS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Design Professional will review draft and return one copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit 1 copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Design Professional comments. Revise content of all document sets as required prior to final submission.

D. Submit one sets of revised final volumes and one Electronic CD in final form within 10 days after final inspection.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 017300

SECTION 260010 - ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes:
1. Descriptions
2. Quality Assurance
3. Record and Information Manuals
4. Examination of Site
5. Warranty
6. Definitions
7. Load Balancing
8. Scheduling
9. Coordination Between Trades
10. Coordination with Utility Companies
11. Owner Furnished Equipment
12. Materials and Equipment
13. Approved Equals
14. Manufacturer's Declaration
15. Installation
16. Painting and Related Work
17. Cutting, Patching, and Openings
18. Tests
19. Temporary Power
20. Cleaning

B. This Section applies to all sections of Division 26 and 28.

C. All applicable requirements of other portions of the Contract Documents apply to the Work of all sections of Division 26 and 28, including, but not limited to, Division 01, General Requirements.

1.2 DESCRIPTIONS

A. The Contractor shall provide the labor, tools, equipment, and materials necessary to complete and leave ready for operation all electrical systems as called for in these specifications or shown on the drawings and all details essential to complete the Work. Items omitted from either the specifications or the drawings, but shown or described in the other trades, and all items necessary to make the electrical system complete and workable shall form a part of the Work. No "extras" will be allowed.

B. Extent of Work: Work under this contract consists of furnishing, installing, testing, placing into operation, and guaranteeing complete electrical systems as shown on the drawings and as

specified in Division 26 and 28. The Contractor shall connect and place all wired equipment in proper working order. Refer to the plans and specifications for Work included in this Contract. Some general guidelines to coordinating Work between Division 26 and other Divisions are as follows:

1. Division 26 includes all power wiring and raceways for other Divisions' equipment. Division 26 is responsible to furnish unless otherwise noted. Remote two wire control logic will be extended to the motor starters as Work of other Divisions. Where combined line voltage power/control, the wiring and raceways are treated as power wiring and are Work of Division 26.
2. Division 26 is responsible for providing appropriate wire and conduit between all distribution equipment and all electrical devices and utilization equipment shown on plans. It is also the responsibility of Division 26 to provide all wire, conduit, and devices necessary to accomplish all control functions as indicated by the control diagrams which are not specifically shown as Work of another division.

C. Abbreviations used in these specifications:

1. ADA - Americans with Disabilities Act
2. ANSI - American National Standards Institute
3. ASTM - ASTM International
4. CBM - Certified Ballast Manufacturers
5. EIA - Electronic Industries Association
6. ETL - Electrical Testing Laboratories
7. FCC - Federal Communications Commission
8. ICEA - Insulated Cable Engineers Association
9. IEC - International Electro Technical Commission
10. IES - Illuminating Engineering Society
11. IEEE - Institute of Electrical and Electronics Engineers
12. ITL - Independent Testing Laboratories
13. NEC - National Electrical Code
14. NECA - National Electrical Contractors Association
15. NEMA - National Electrical Manufacturer's Association
16. NESC - National Electrical Safety Code
17. UL - Underwriters Laboratories
18. A/E - Architect of Record or Engineer of Record

1.3 QUALITY ASSURANCE

A. Codes and Standards: Perform all Work in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein.

1. All Work shall be installed in full accordance with the latest edition of the National Electrical Code (NEC) as prepared and published by the National Fire Protection Association (NFPA) and any applicable local or state codes. All electrical equipment shall be listed and labeled by Underwriters' Laboratories, Inc. (UL) or any approved independent nationally recognized electrical testing laboratory where such standards exist. Optionally, in lieu of such listing and labeling, equipment preapproved by the Electrical Inspector may be supplied. Wherever UL compliance is mentioned in the

specifications, the above alternatives shall be understood to apply to all listing and labeling requirements. This does not preempt or replace the specifications or replace the approval process. All service switches/circuit breakers shall be listed and labeled as outlined above for service entrance duty.

2. Comply with the requirements of NFPA Code 241 "Building Construction and Demolition Operations," the American National Standards Institute (ANSI) A10 Series standards for "Safety Requirements for Construction and Demolition," and the National Electrical Contractors Association (NECA) National Joint Guideline NJG-6 "Temporary Job Utilities and Services."
3. In addition to the requirements outlined under other sections of the Contract Documents, all Work, material, and equipment shall comply with all requirements of the latest editions and interim amendments of the National Electrical Safety Code, National Fire Protection Association, OSHA, the building Owner's insurance company, and all applicable federal, state, and local laws and ordinances. All materials shall be listed and labeled by UL and installed as required by the listing.
4. Should any changes in the Drawings or the Project Manual be required to conform to the above regulations, the Contractor shall notify the Design Professional at the time of submitting his bid. After entering the Owner-Contractor Agreement, the Contractor shall be held to complete all Work necessary to meet these requirements without additional expense to the Owner.

B. Interpretation of Drawings and Project Manual
1. Any discrepancies between Drawings, Project Manual, Drawings and Project Manual, or within Drawings and Project Manual shall be promptly brought to the attention of the Design Professional for clarification during the bidding period. No allowance shall subsequently be made to the Contractor by reason of his failure to have brought said discrepancies to the attention of the Design Professional during the bidding period or of any error on the Contractor's part.
2. The locations of switch, receptacle, light, motor, outlets, etc. shown on Drawings are approximate. The Contractor shall use good judgment in placing the preceding to eliminate all interference with ducts, piping, etc. Where any doubt exists, the exact location shall be determined by the Design Professional.
3. Check all door swings so that light switches are not located behind doors. Relocate switches as required, with Design Professional's review.
4. All general trades and mechanical Drawings shall be checked by the Contractor before installing any outlets, power wiring, etc.
5. Equipment sizes and locations shown on the Drawings are estimated. Before installing any wire or conduit, the Contractor shall obtain the exact equipment requirements, including wire and conduit entrance locations, and install wire, conduit, disconnect switches, motor starters, overload heaters, circuit breakers, or other items of the correct size and locations for the equipment actually installed. However, wire and conduit sizes shown on the Drawings shall be taken as a minimum and shall not be reduced without written approval from the Design Professional.
6. The Contractor shall provide all wiring, including disconnect switches and starters for all electrically operated equipment shown on Drawings, specified or required, except that starters and/or disconnect switches need not be furnished where it is specifically noted that they are furnished with the equipment.

7. The Drawings show the general arrangement required for installation of equipment and materials. The Contractor shall follow these Drawings as closely as possible. Should conditions necessitate other arrangements, the Contractor shall prepare and submit drawings showing the changes to the Design Professional for review before proceeding with the Work.
8. The Design Professional reserves the right to make minor changes in the location of the installation of equipment and materials up to the time of roughing in at no extra cost to the Owner.
9. The Drawings do not show all offsets and do not detail every point at which unusual conditions of construction may require special attention. All additional fittings, conduits or specialties and other appurtenances necessary due to field conditions shall be provided by the Contractor.
10. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installations.
11. Wherever in Division 26 and 28 a Manufacturer is specified with the notation "or approved equal" or "Design Professional approved", the decision as to the material or equipment being "equal" shall be made by the Design Professional without exception and this decision shall be accepted by the Contractor as final. Where the Contractor proposes to furnish equipment or material in accordance with the "or approved equal" notation said equipment or materials shall be submitted to the Design Professional, for review.

1.4 RECORD AND INFORMATION MANUALS

A. Record drawings
   1. Prepare record documents in accordance with the requirements in Division 1 Section "Project Closeout." In addition to the requirements specified in Division 1, indicate installed conditions for:
      a. Raceway systems, size, contents, and location, for both exterior and interior; locations of all concealed utilities; locations of control devices; distribution and branch electrical circuitry; and fuse and circuit breaker size and arrangements.
      b. Equipment locations (exposed and concealed), dimensioned from prominent building lines.
      c. Approved substitutions, Contract Modifications, and actual equipment and materials installed.
      d. Any deviations made necessary to incorporate equipment different from the Design Base equipment.
      e. At completion of the Project, contractor shall deliver record drawings to the Design Professional.
   2. The Record drawings must be kept current and accurate, and may be reviewed at any time by the Design Professional or Owner.

B. Operations and Maintenance Manuals
   1. Prepare maintenance manuals in accordance with Division 1 Section "Project Closeout." Compile and assemble the operation and maintenance data of equipment specified in

Division 26 into a separate set of vinyl covered three ring binders, tabulated and indexed for easy reference. Data shall clearly indicate all options and accessories.

2. The following items, together with any other necessary pertinent data, shall be included in each Manual:
   a. Each manual shall be labeled on front cover with Project name, Contract, Contractor's name, Design Professional, and date of Project completion.
   b. Manufacturers' names, nearest Factory Representative, and model and serial numbers of components of systems
   c. Operating instructions, start-up and shut-down procedures
   d. Maintenance instructions.
   e. Routine and 24-hour emergency service/repair information:
   f. Name, address and telephone number of servicing agency
   g. Names of personnel to be contacted for service arrangements
   h. Parts list with numbers of replaceable items, including sources of supply
   i. Manufacturers' literature describing each piece of equipment
   j. One approved copy of each submittal
   k. Written warranties
   l. Certificate of Material Receipt and Certificate of System Completion
   m. One typewritten directory for each panelboard as installed
   n. Record (as-built) drawings
   o. Certificate of Final Inspection signed by Building Authority having jurisdiction
   p. Test Results
   q. Coordination analysis (see "26 05 72 Short Circuit, Overcurrent Protective Device Coordination, and Arc Flash Study")
   r. Video tapes of all equipment demonstrations and training sessions.
3. In addition to the requirements listed above and specified in Division 1, include the following information for equipment items:
   a. Manufacturers' Descriptive Literature
   b. Final Signed Submittal Copy of Shop Drawings
   c. Spare Parts and Replacement Parts Lists
   d. Manufacturers' Maintenance and Service Manuals
   e. Project-Specific Description of Operation
   f. Wiring Diagrams
   g. Motor list including motor description, motor horsepower, motor voltage, fuse size, fuse type, and overload size.
   h. Fuse list including fuse location, fuse size, fuse type, and load description.
   i. Fixture Ballast Schedule
   j. Lamp Schedule
4. Materials for more than one item shall clearly indicate which item or items are included on the Project.
5. Shop Drawings which are folded and punched for insertion in the Manual shall be such that the Drawings can be unfolded without removing them from the Manual, and all information shall be legible.

1.5 EXAMINATION OF SITE

A. Certain existing conditions may affect the manner or sequence of the performance of Work. Review existing services and structures prior to bidding the Work. Review operating schedules for existing systems and services. Coordinate the scheduling of the Work with existing operations.

B. The Contractor is encouraged to visit the site of the proposed Project. After the contract is signed, no allowance will be made for lack of knowledge of the Project conditions.

C. Verify and reconcile Work required by the Contract Documents with conditions at the site prior to bid.

1.6 WARRANTY

A. Compile and assemble the warranties specified in Division 26 into a separate set of vinyl covered three ring binders, tabulated and indexed for easy reference.

B. Provide complete warranty information for each item. Information to include:
   1. Product or equipment list.
   2. Date of beginning of warranty or bond.
   3. Duration of warranty or bond.
   4. Names, addresses, and telephone numbers and procedures for filing a claim and obtaining warranty services.

1.7 DEFINITIONS

A. Finished Areas: In general, areas with carpet or tile floors, lay-in or fixed ceiling tile, special architectural ceiling treatment, or tiled, plastered, or paneled walls shall be considered finished areas.

B. Interior: For the purposes of this specification, interior is any area within the boundaries of the foundation of any building within the superstructure or other structures not classified as a building.

C. Concealed: Embedded in or installed behind walls, within partitions, above suspended ceilings, below grade, in trenches, in tunnels and in crawl spaces.

D. Exposed: Not installed underground or "concealed" as defined above

E. Provide: To furnish and install (complete, tested, and ready for operation).

F. Furnish: To purchase and deliver products to the Project site and make ready for installation.

G. Install: To take furnished products, assemble, erect, secure, connect, and place into operation.

H. Products: Includes materials, systems and equipment.

I. Work: The providing of products for entire contract.

1.8 SCHEDULING

A. General: It is mandatory that the facility be maintained in operation during construction and that periods of shutdown due to line changeovers, etc. are held to a minimum. These outages must be scheduled with and have the concurrence of the Design Professional and Owner. Further, it is mandatory that the completion of various stages of the electrical Work coincide with the other phases of construction to maintain and permit operation of new installations as construction progresses.

1.9 OWNER FURNISHED EQUIPMENT

A. The Contractor shall make all necessary provisions for the Owner furnished equipment.

B. The Contractor shall remove, receive, store, uncrate, protect, and install the equipment in place, complete with field connections between shipping splits, feeder connections, and all appurtenances required to place the equipment in operation, ready for use. The Contractor shall be responsible for the equipment when received, as if he had purchased the equipment himself.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. New material and equipment; all bearing manufacturer’s name, model number, or other identification marking.

B. Provide standard product; latest design with published properties of manufacturer regularly engaged in production of specified material or equipment for minimum 6 years (unless exempted by Design Professional).

C. Unless otherwise scheduled or indicated, equipment of same type in same room must match as to color, finish, and design.

D. Unless otherwise submitted to and approved by Design Professional, equipment and its devices must be of same manufacturer; or devices must be approved and warranted by equipment manufacturer.

E. Whenever the Contractor furnishes equipment or material other than the Design Base Manufacturer specified, the Contractor is responsible for the cost and coordination of all modifications required not only for his Work, but also for the Work of all other Trades affected. Where changes to other Trades’ Work are required, this Contractor must include the additional costs of all such Work in his bid and ultimately make arrangements with these other Trades for such changes and compensate them accordingly. Where changes to design are

required, the Contractor shall submit such changes to the Design Professional for approval. The Contractor shall investigate potential conflicts such as the following:

1. Provide Physical dimensions and weights
2. Code required working clearances
3. Connecting pipe sizes
4. Additional control and interlock wiring
5. Lug size and quantity
6. Increased wire size, fuse size, and motor control equipment size
7. Increased ventilation requirements
8. Battery capacity
9. Sound levels of audible devices
10. Increased withstand and interrupting ratings of downstream equipment due to differences in over-current protective device characteristics

2.2 APPROVED EQUALS

A. Submittals must include all of the following:
   1. Cover Letter: Company letterhead; addressed to Design Professional. Indicate the following
      a. Project name, Project number, and phase or bid package if applicable
      b. Specification Section by number and title
      c. Specified Product
      d. Proposed Product
      e. Deviations, if any, from Specified Product
      f. List of attachments
   2. Product Data: Manufacturer's literature, fully describing proposed product with exact item highlighted or clearly indicated.
   3. Specifications: Manufacturer's specifications with all modifications noted as required to show compliance with Bidding Documents.
   4. Test Data: Where performance requirements are specified, submit laboratory tests to indicate compliance.
   5. Samples: Submit appropriate samples of proposed product when required by Design Professional, showing color, texture, construction and other attributes necessary for evaluation.

2.3 MANUFACTURER'S DECLARATION

A. Submit a list of the suppliers of Major Equipment to be used on this Project. This shall be submitted with the bid. This list shall be typed on company letterhead and shall list the Project title. The manufacturer and catalog number/type shall be listed adjacent to each specification section number and product description.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Rough-In
1. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
2. Refer to equipment specifications in other Divisions for rough-in requirements.

B. Electrical Installations
1. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
   a. Coordinate electrical systems, equipment, and materials installation with other building components.
   b. Verify all dimensions by field measurements.
   c. Coordinate and provide chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
   d. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete or supported from or on other structural components, as they are constructed.
   e. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building and equipment which must be placed in service before further construction can take place.
   f. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
   g. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service and place each in proper operating order.
   h. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that the Work is shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Design Professional before final placement.
   i. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
   j. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
   k. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

3.2 PAINTING AND RELATED WORK

A. Finish painting in areas of new construction is the responsibility of the Contractor.

B. Factory-finished equipment which has rusted or has been damaged shall be cleaned, spot primed with zinc chromate, and finished to the original quality and color by the Contractor.

C. Support steel shall be cleaned, rust removed, primed, and painted.

3.3 CUTTING, PATCHING AND OPENINGS

A. Unless otherwise required in General Conditions, Contractor shall perform all cutting and patching required for his own Work. Work must be accomplished in a neat and Workmanlike manner, acceptable to the Design Professional.

B. Cutting, burning or drilling of structural support beams, joists, plates, or other structural members is strictly prohibited without the specific written consent of the Design Professional. Use rotary drills where cutting holes through concrete, brick, plaster, or tile is necessary. Obtain approval of the Design Professional before proceeding with Work.

C. The Contractor shall locate and size openings for conduit, bus-way or other items prior to construction.

D. All cutting and patching shall be done promptly and all repairs shall be made as necessary to leave the entire Work in good condition, including all cutting, fitting, and drilling of masonry, concrete, metal, wood, plaster, and other materials as specified or required for proper assembly, fabrication, installation, and completion of all Work of the Contract.

E. Patching shall match adjacent materials and shall be accomplished only by trades men skilled in the respective craft required. Materials and equipment used in the patching Work shall comply with requirements of those Sections of the Specification relating to material to be used in new construction.

F. Electrical provides:
   1. All opening and hole information through floors, walls, and roofs for his Work; Including all pipe and conduit, inserts, hangers, and plates.
   2. Exact information to other Contractors as to size, depth, and location of such openings before construction is in place; and delivery and setting in place of all boxes, sleeves, inserts, and forms for his Work in time for installation in all locations.
   3. Skilled craftsmen to cut, patch, rebuild, restore, replace, refinish and repaint new construction cut, disturbed, or marred by him to original or new condition; for installation of new, exposed, concealed, underground, or underfloor Work of all kinds; for admission of new Work and equipment; for installation of new equipment and new Work in new construction; for complete restoration of pipe, duct, or equipment covering disturbed or marred by his personnel.

3.4 TESTS

A. The Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction may require portions of the Work to be inspected, tested, or approved. These services shall be performed by approved agencies.

B. The Design Professional must be notified of all scheduled tests and adjustments at least 48 hours before they are scheduled so that he may witness same. If the Contractor performs any test or adjustment without the Design Professional present, or without proper notification, the Contractor may be required to perform the test or adjustment a second time. All schedules are to be coordinated with the Design Professional and Owner far enough in advance so-as to minimize inconvenience.

C. Tests shall include:
   1. Proper operation equipment.
   2. Continuity of conduit system.
   3. Insulation leakage and impedances.
   4. Ground system resistance.
   5. Any sub-system tests described in other Sections of these Specifications.

D. Provide a signed statement that all tests have been performed and have met all requirements as described in other Sections. This signed statement shall be incorporated into the Record and Information Manual.

E. The Contractor shall bear all costs of such inspections, tests, or approvals.

3.5 TEMPORARY POWER

A. Provide temporary electrical power to be used for construction purposes by all Contractors in accordance with Division 1. Provide all fixtures, wiring, and equipment, and make all connections required for temporary power during the construction period; coordinate all power and lighting requirements with the various trades.

3.6 CLEANING

A. Upon completion of Work, all materials and equipment furnished in this contract shall be thoroughly cleaned of dirt, grease, rust, and oil. Prepare for finish painting, where painting is specified.

END OF SECTION 260010

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SECTION 260015 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes administrative and procedural requirements for submitting shop drawings, product data, color samples, and other miscellaneous submittals.

B. This section applies to all sections of Division 26 and 28.

1.2 DEFINITIONS

A. Action Submittals: Written information that requires the Design Professional's responsive action. Materials and equipment submitted shall meet all the requirements of the Contract Documents. No materials or equipment shall be ordered until the submittal has been reviewed and processed as "Reviewed for Compliance" or "Conform as Noted" by the Contractor, and Design Professional.

B. Informational Submittals: Written information that does not require the Design Professional's review. Information is submitted for record purposes only and will not be reviewed by the Design Professional. It is the Contractor's responsibility to make sure materials and equipment comply with the Contract Documents prior to ordering. If reviewed however, the submittals may be rejected for non-compliance with the requirements of the Contract Documents.

C. Reviewed for Compliance: The submittal was reviewed for compliance by the Design Professional and the submittal was found to generally conform with the design concept and Contract Documents.

D. Conform as Noted: The submittal was reviewed for compliance by the Design Professional and the submittal was found to generally conform with the design concept and Contract Documents with the exception of the items noted. The items noted by the Design Professional must be changed and/or included, however, the submittal should not be resubmitted.

E. Revise and Resubmit: The submittal was reviewed for compliance by the Design Professional and the submittal did not conform with the design concept and Contract Documents. The items noted by the Design Professional must be changed or included and the submittal must be resubmitted.

F. Does Not Conform: The submittal was not reviewed because it is incomplete, inadequate for review, or does not meet the submittal requirements listed in the 'Quality Assurance' section below. The Contractor shall review the submittal requirements and resubmit.

1.3 QUALITY ASSURANCE

A. The review of shop drawings by the Design Professional does not relieve the Contractor from his/her responsibility to comply with the Project Documents nor does it authorize any additional cost. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities, dimensions and weights, for selecting fabrication processes, for techniques of assembly, for performing his/her Work in a safe manner and for all coordination of the Work with all trades.

B. Contractor assumes complete responsibility for changes required and contract delays, including that of other trades, as a result of his/her chosen materials and equipment.

C. All submittals shall bear the Contractor's certification that he/she has reviewed, checked, and approved the submittal, that they have been coordinated with the requirements of the Project and the provisions of the Contract Documents, and that he/she has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. Submittals without a Contractor's approval will not be reviewed, will not be returned, and the Contractor will be notified.

D. Submittals shall identify the manufacturer, specific model number, performance data, electrical characteristics, overall size, features, specified options, wiring diagrams, and any other information necessary to determine if the product or equipment conforms with the contract documents. Contractor shall submit only material applicable for the Project, where catalog pages are submitted the Contractor shall identify the specific items that apply. Additional equipment specific requirements may be listed in other spec sections.

E. Submittals shall include the complete package of equipment materials, piping, and insulation pertaining to that piece of equipment. A package of equipment requiring long lead times should be submitted as early as possible.

F. Where other specification sections require field quality control reports to be prepared by a Qualified Testing Agency, submit testing agency qualification as part of the Informational Submittals. Testing Agency shall be a member company of NETA or an NRTL.

G. All submittals must be issued individually by specification section.

H. Submittals which do not conform with the requirements above **WILL NOT BE REVIEWED**; they will be returned to the Contractor marked "Does Not Conform".

1.4 SHOP DRAWING SUBMITTAL PROCEDURES

A. Electronic copies of the Contract Documents are available from the Design Professional for Contractor's use in preparing submittals.

B. Contractor shall submit electronic copies of all shop drawings in PDF format. Electronic submittals shall be emailed to submittals@aecmep.com and the AEC Project Manager. Other means of file transmission such as FTP or other file format types shall be mutually agreed upon.

C. Contractor shall prepare a title page for each submittal containing the following information:
   1. Indicate name of firm and individual with contact information for entity that prepared each submittal.
   2. Project name as listed on contract.
   3. Specification section number and title.
   4. Material or Equipment specified.
   5. Date.

PART 2 - PRODUCTS

2.1 SHOP DRAWING SUBMITTALS REQUIRED

A. Submit information for all equipment described in the specifications and on the drawings.

2.2 INFORMATION SUBMITTALS

A. Equipment specific information submittals are listed within equipment specification sections. General information submittal requirements are listed below. Information submittals shall be provided when indicated within equipment specifications sections.

   1. Qualification Data: For qualified testing agency
   2. Seismic Qualification Data: Certificates, for equipment, accessories, and components, from manufacturer.
   3. Source quality-control reports.
   4. Field quality-control reports.

2.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Provide all information in bound 3-ring binder as well as digital format. Include the following information:

   1. All approved shop drawings.
   2. All information submittal information.
   3. Contractor’s warranty and any specific equipment warranty provided by equipment manufacturers.
   4. Inspection certificates.
   5. Routine maintenance requirements and maintenance intervals for installed components as well as the name and address of qualified service agencies for all major equipment.
   6. Manufacturer's written instructions for testing and adjusting equipment.
   7. Spare parts list.

B. Project close-out material: Provide as described in Division 01.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Notify the Design Professional in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents. The Contractor must boldly note all deviations on the submittal.

B. Make submittals promptly in accordance with the approved schedule and in such sequence as to cause no delay in the Work of the Contractor.

C. Correct or change and then resubmit rejected submittals as required until approved. The Contractor must clearly note all revisions on resubmitted submittals. Resubmittals without the revisions noted may be returned without review.

D. Do not begin fabrication or Work that requires an Action Submittal until submittal is processed as “Reviewed for Compliance” or “Conform as Noted” by the Design Professional

END OF SECTION 260015

SECTION 260020 - BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes:
   1. Sleeves
   2. Seals
      a. Watertight Seals
      b. Fire Rated Seals
   3. Firestops
   4. Access Panels

B. This Section applies to all sections of Division 26 and 28.

1.2 SUBMITTAL

A. Action Submittals:
   1. Manufacturer's product data sheets indicating product characteristics, performance and limiting criteria
   2. Manufacturer's installation instruction for each type of seal or firestop required by the Project.
   3. Written certification that firestopping systems meet firestopping requirements specified herein

1.3 QUALITY ASSURANCE

A. Codes and Standards: Perform all Work associated with basic electrical materials in compliance with applicable requirements of governing agencies having jurisdiction and in accordance with these plans and as specified herein. Where provisions of the pertinent codes and standards conflict with this specification, the more stringent provision shall govern.
   1. American Institute of Steel Construction (AISC) "Specifications for the Design, Fabrication, and Erection of Structural Steel for Buildings."
   2. American Welding Society (AWS) D1.1 "Structural Welding Code - Steel."
   3. National Electrical Code (NEC).

1.4 COORDINATION

A. Field verify and coordinate all locations and dimensions to ensure that the equipment will be properly located, readily accessible, grouped with other trades equipment as needed, and

installed in accordance with all pertinent codes and regulations, the Contract Documents, and the referenced standards.

B. The Work shall be carefully laid out in advance, and where cutting, drilling, etc., of floors, walls, ceilings, or other surfaces is necessary for the proper installation, this Work shall be carefully done, and any damage to building, piping, or equipment shall be repaired by skilled professionals of the trades involved at no additional cost to the Owner.

C. In the event any discrepancies are discovered, immediately notify the Design Professional in writing. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Seals
      a. Link-Seal by Thunderline Corporation
      b. CSD Sealing Systems
      c. O-Z/Gedney Inc.
      d. Crouse Hinds
      e. Appleton
   2. Firestopping Materials
      a. Hilti
      b. Tremco Sealants & Coatings
      c. 3M Fire Protection Products
      d. Dow Corning
      e. CSD Sealing Systems
      f. Insta-Foam Products, Inc.
      g. The Carborundum Co.
   3. Access Panels
      a. Milcor
      b. Zurn
      c. Larsen’s
      d. Acudor
      e. JL
      f. Nystrom
      g. Karp

2.2 SLEEVES

A. Sleeve material through floors and walls shall be machine cut rigid galvanized steel conduit.

B. Sleeves installed in new construction shall have welded flange at mid-point of sleeve which functions as a water barrier and anchor collar.

C. At the Contractor's option, steel wall sleeves by Link-Seal may be provided.

2.3 SEALS

A. Modular mechanical type
   1. Seals shall consist of interlocking synthetic rubber links shaped to continuously fill the annular space between conduit and sleeve.
   2. Seal assembly shall have steel bolts and nuts and rubber sealing element for service and environment under which assembly will be used. Seal shall have a pressure resistance rating of 20 psig.

B. Sealing plug type
   1. Seals shall consist of two identical piece plugs made of synthetic rubber with one edge flanged, serrated profile on the outside and a series of ridges on the inside which compress and assures a tight seal. Seal shall have a pressure resistance of 15 psig at the plug base and 30 psig at the flange. Rubber grade shall be suitable for the service and environment under which sealing plug will be used.

2.4 WATERTIGHT SEALS

A. Modular mechanical type watertight seals shall have zinc galvanized bolts and nuts with EPDM rubber sealing element. Seals shall be Link-Seal, Type C.

B. Sealing plug type watertight seals shall be made of EPDM rubber. Seals shall be by CSD Sealing Systems.

2.5 FIRE RATED SEALS

A. Modular mechanical type fire seal shall have zinc galvanized bolts and nuts with silicone rubber sealing element which provides a three hour fire resistance rating. Seals shall be Link-Seal, Pyro-Pac, model FS.

B. Sealing plug type fire rated seals shall be made of FRR rubber for three hour fire resistance rating, Seals shall be by CSD Sealing Systems.

2.6 FIRESTOPS

A. General
   1. Use only firestop products that have been UL 1479, ASTM E-814 tested for specific fire rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.

2. Cast-in-place firestop devices are installed prior to concrete placement for use with non-combustible and combustible plastic pipe (closed and open piping systems), or electrical cable bundles, penetrating concrete floors.
3. Sealants, foams or caulking materials for use with non-combustible items including rigid steel conduit and electrical metallic tubing (EMT).
4. Intumescent sealants, caulking materials for use with combustible items (penetrants consumed by high heat and flame) including PVC jacketed, flexible cable or cable bundles and plastic pipe.
5. Foams, intumescent sealants, caulking or putty materials for use with flexible cable or cable bundles.
6. Non-curing, re-penetrable intumescent sealants, caulking or putty materials for use with flexible cable or cable bundles.
7. Wall opening protective materials for use with U.L. listed metallic and specified nonmetallic outlet boxes.
8. Materials used for complex penetrations shall be made to accommodate cable trays, multiple steel and copper pipes, electrical busways in raceways.
9. Non-curing, re-penetrable materials used for large size/complex penetrations made to accommodate cable trays, multiple steel and copper pipes, electrical busways in raceways.
10. Firestopping materials shall conform to both Flame (F) and Temperature (T) Ratings as tested by nationally accepted test agencies per ASTM E-814 or UL1479 Fire Tests of Through-Penetration Firestops.
    a. The F rating shall be a minimum of one (1) hour, but not less than the fire resistance rating of the assembly being penetrated.
    b. Conduct the fire test with a minimum positive pressure differential of 0.01 inches of water column.

2.7 ACCESS PANELS

A. Provide ceiling and wall access panels as necessary for access to pull boxes, junction boxes, remote ballasts, electrical equipment, etc., requiring service, adjustment or maintenance.

B. Ceiling Access Panels
1. Drywall Ceilings: 24” x 24”, Milcor Style DW, 16 gauge steel frame with 14 gauge door panel, double acting concealed spring hinges, cylinder lock, prime painted for finish painting with ceiling.
2. Fire-Rated Ceiling: 24” x 24”, Milcor fire-rated access door, UL approved, 16 gauge steel frame with 18 gauge recessed door panel, 20 gauge panel sides and 26 gauge panel hat channel, continuous hinge, self-latching cylinder lock, prime painted for finish painting.
3. Plaster Ceilings: 24” x 24”, Milcor Style AP with finish material same as ceiling material or Style K, 16 gauge galvanized steel frame with 18 gauge galvanized steel door panel. 24" x 24" and larger panels shall be reinforced, continuous hinge, cylinder lock, prime painting for finish painting to match ceiling.
4. Acoustical Concealed Spline Ceilings: 24” x 24”, Milcor Style AT, 16 gauge steel frame with an 18-gauge steel recessed door panel. 24" x 24" and larger panels shall be reinforced, continuous hinge, cylinder lock, prime painted for finish painting.

C. Wall Access Panels
1. Drywall: 24” x 24”, Milcor Style DW, 16 gauge steel frame with 14-gauge door panel, double acting concealed spring hinges, cylinder lock, prime painted for finish painting with wall.
2. Masonry and Tile: 24” x 24”, Milcor Style M Standard, 14 gauge steel frame and door panel, concealed spring hinges, cylinder lock, prime painted for finish painting with wall or Style M stainless.
3. Fire-Rated: 24” x 24”, Milcor fire-rated access door, UL approved, 1-1/2 hour, Class B rating, 16 gauge steel frame, 20 gauge insulated door panel continuous hinge, automatic door closer, cylinder lock, interior release mechanism, prime painted for finish painting with wall.
4. Plaster: 24” x 24”, Milcor Style K, 16 gauge steel frame with 14 gauge door panel and 22 gauge galvanized casing beads, concealed spring hinges, cylinder lock, prime painted for finish painting with wall.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Sleeves
1. Furnish and install sleeves for all penetrations through masonry and concrete construction, smoke or fire rated separations, and equipment room walls and floors.
2. Carefully coordinate and check locations of sleeves immediately before and after each concrete pour and masonry installation.
3. Cut sleeves through walls flush with each surface. Unused sleeves shall extend beyond wall surface, filled with and surrounded by fire barrier materials, and be provided with caps.
4. Cut sleeves 2 inches above finished floors and 3 inches above floors in equipment rooms and shafts. Bottom of sleeve to be cut flush.
5. Core drill holes for sleeves in existing construction.
6. Patching shall at this Contractor's expense.
7. Sleeves must be installed plumb with respect to wall.
8. Pack the space between sleeves and conduits or cables with approved fire barrier sealant to maintain fire rating of structure. Fill space around all sleeves leading into exposed areas with material compatible with adjacent construction and finish or fire barrier sealant material to maintain fire rating of the structure.

B. Seals and Firestops
1. Clean surfaces and substrates of dirt, oil, loose materials and other foreign materials which may affect the proper bond or installation of seals and firestops.
2. Do not apply seals and firestops to surfaces previously painted or treated with a sealer curing compound or similar product. Remove coatings as required in compliance with manufacturer's instructions. Provide primers, as required, which conform to manufacturer's recommendations for various substrates and conditions.
3. Follow manufacturer's written instructions for installation of seals and firestops.

4. Install firestops with sufficient pressure to fill seal holes, voids and openings to ensure an effective smoke seal and to maintain the fire resistance rating of the assembly.
5. Tool or trowel exposed surfaces. Remove excess firestop material promptly as Work progresses and upon completion.
6. Unused sleeves shall be filled with and surrounded by firestop material. Sleeve ends shall be capped. Blind sealing plugs may be used at Contractor's option.
7. Install watertight seals for all below grade penetrations of conduit into the building.
8. Install fire rated seals in all fire rated walls and floors.

C. Access Panels
1. Coordinate locations and installation of panels required to permit convenient access to electrical equipment requiring adjustment, service or maintenance. Mark locations of access panels on Record Drawings

3.2 FIELD QUALITY CONTROL

A. Examine seals and firestops to ensure proper installation and full compliance with this specification. Work shall be accessible until inspection and approval by the applicable code authorities.

B. Correct unacceptable seals and firestops and provide additional inspection to verify compliance with this specification at no additional cost to the Owner.

END OF SECTION 260020

SECTION 260025 - ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Work of this Section includes, but is not limited to:
   1. The removal of all items of existing construction not to remain as a part of the final Project.
      a. Existing equipment serving other areas, but interfering with the construction, shall be relocated as directed by the Design Professional or Owner.
   2. Any demolition indicated on the Drawings is shown in general to indicate the extent of demolition and is not to be considered as a record drawing of existing conditions. Accordingly, the Contractor shall be responsible for complete demolition of the electrical Work indicated including any buried items or any existing items not shown on the Drawings. Before demolition and before submission of proposed methods and operations, the Contractor shall be responsible to obtain for reference any existing record drawings to determine the nature of the existing Work to be demolished.
   3. Protect existing Work remaining in place.
   4. Protect the public.
   5. Repair and restore to original condition all items or portions of electrical Work which are not noted to be demolished but are damaged by Work under this Contract.
   6. In existing areas not otherwise being remodeled but requiring new services passing through, coordinate for cutting, patching, removal and replacement of ceilings, walls, floors and/or slabs with the trade requiring access.

1.2 FIELD CONDITIONS

A. General
   1. The Owner assumes no responsibility for the actual condition of structures and electrical Work to be demolished.
   2. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner in so far as practicable. However, variations within the structure may occur by Owner's removal and salvage operations prior to the start of the Demolition Work.
   3. Items of salvable value to the Contractor may be removed as the Work progresses. Salvaged items must be transported from the Site as they are removed. Storage or sale of removed items on the Site will not be permitted.

B. Explosives
   1. The use of explosives will not be permitted.

C. Protection
   1. Conduct demolition and removal of debris to ensure minimum interference with roads, streets, walks, and other facilities.

2. Do not close or obstruct streets, walks or other facilities without permission from the governing authority. Provide alternate routes around obstructed traffic ways as required by governing regulations.
3. Ensure safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent property and persons.
4. Promptly repair damage caused to adjacent facilities at no cost to the Owner.

D. Utilities
1. Existing utilities to remain: Maintain in service and protect against damage.
2. Shut-down periods:
a. Arrange timing of shut-down periods of all in-service utilities with the Owner. Do not shut-down any utility without prior written approval.
b. Keep shut-down period to a minimum or use intermittent period as directed. Shut-down periods may require premium time Contractor Work.

PART 2 - PRODUCTS

2.1 SALVABLE ITEMS REMOVED BY OWNER

A. All items of furnishings and equipment not attached to the building or to utilities will be removed by the Owner prior to start of Demolition Work. Coordinate with Owner's Representative all items to be salvaged and store on site as directed.

2.2 SALVABLE ITEMS REMOVED BY CONTRACTOR

A. All materials and equipment of significant value removed shall be turned over to the Owner. All other materials, such as conduit, boxes, wire, etc., shall become the property of the Contractor and shall be removed from the Project Site

2.3 NON-SALVABLE MATERIAL AND FILL

A. All other materials, equipment, fixtures, and debris become the property of the Contractor and shall be removed from the Site.

PART 3 - EXECUTION

3.1 SCHEDULE

A. Coordinate and sequence demolition so as not to cause shutdown of Owner operation.
1. Do not proceed with demolition without written authority to proceed signed by the Owner.

B. Proceed with demolition in a systematic manner.

3.2 PROTECTION

A. Use water sprinkling, temporary enclosures, and other approved methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
   1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, pollution and electrical shock.
   2. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed. Return adjacent areas to condition existing prior to the start of the Work.

B. Do not throw materials from windows or use metal chutes. Use hoists, wheelbarrows, plywood chutes or other acceptable methods.

C. In removal of existing materials, take care not to damage Work remaining in place, salvable materials, or equipment. Repair or replace any existing construction, materials, or equipment damaged during demolition, to the Owner's satisfaction at no additional cost.

D. Remove all materials completely and neatly, leaving surfaces smooth and ready for new Work. Sawcut where necessary. Do not use jackhammers as a means of cutting.

3.3 DEMOLITION

A. Locate demolition equipment so as not to impose excessive loads to supporting walls, floors, roof or framing.

B. Carefully remove equipment and materials, or fixtures which are to be reused.

C. Remove all combustible materials from the Site.

D. Disconnect or shut off service to areas where electrical Work is to be removed. Remove all electrical fixtures, equipment and related switches, outlets, conduit and wiring which are not a part of the final Project in all areas where Work of this Contract is to be performed.

E. Maintain all existing circuits to items that are to remain in use.

F. Existing devices which are to be removed and have conduits rising from the floor slab shall have the conduits cut below floor level. Rework as required to provide feed-through service to other remaining devices. Pull new wire between remaining devices affected by feed-through. Patch floor as required to restore to original condition.

G. All conduits not embedded in concrete shall be removed. Conduits protruding from concrete shall be cut below floor level. Patch floor as required to restore to original condition.

H. Abandoned device boxes in walls to remain shall be closed with blank coverplates. If equipped with devices, the devices shall be removed and the conductors removed to the adjacent outlet or reconnected as required to provide feed-through service.

I. Panelboards flush in masonry walls shall have their bussing removed and a blank steel plate installed over the panelboard cabinet to cover the entire opening.

J. Disconnect and remove electrical connections to equipment designated to be removed by other trades.

3.4 RELOCATION

A. Items designated to be relocated, shall be removed and stored until the construction is ready for their installation.

B. All lighting fixtures designated to be relocated shall be cleaned and relamped.

3.5 EXISTING EQUIPMENT TO REMAIN

A. All electrical items designated to remain are to be cleaned. All junction boxes shall have knockout plugs installed in unused openings.

B. All existing devices, equipment, and associated wiring and conduit systems which interfere with the Work shall be reworked as required to maintain system operation. Relocate conduits where they will not interfere with new Work of other trades.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Disposal of hazardous materials (ex: lighting fixture ballasts) shall be in accordance with Federal and State Environmental Protection Agency regulations. A signed statement signifying proper disposal shall be furnished to the Building Owner in the Record and Information Manuals.

B. Disposal of other materials shall be in accordance with State and Local regulations.

C. Cleanup
1. Leave inside of building “broom clean” in all areas.
2. Remove barricades as directed.

END OF SECTION 260025

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers:

1. Alcan Products Corporation; Alcan Cable Division.
2. Alpha Wire.
3. Belden Inc.
4. Encore Wire Corporation.
5. General Cable Technologies Corporation.
6. Okonite
7. Southwire Incorporated.

B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

C. Conductor Insulation:
1. Type THW-2
2. Type THHN-2-THWN-2
3. Type XHHW-2

D. Multiconductor Cable:
1. Type MC metal-sheathed cable, with ground wire.
2. Type MI nonmetallic-sheathed cable

2.2 CONNECTORS AND SPLICES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers:

1. AFC Cable Systems, Inc.

2. Gardner Bender.
3. Hubbell Power Systems, Inc.
4. Ideal Industries, Inc.
5. Ilsco; a branch of Bardes Corporation.
6. NSi Industries LLC.
7. O-Z/Gedney; a brand of the EGS Electrical Group.
8. 3M; Electrical Markets Division.
9. Tyco Electronics.

B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Wire size shall meet or exceed the overcurrent device ampacity as required by NFPA 70. Where wire size shown on drawings is larger than the apparent ampacity requirements the size shown should prevail to account for voltage drop. The minimum conductor size shall be #12 AWG except for control wiring, which may be #14 AWG.

B. Conductors: Copper, solid or stranded for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Exposed Branch Circuits, Including in Crawlspaces:
1. Type THHN-2-THWN-2, single conductors in raceway

B. Branch Circuits Concealed in Ceilings, Walls, and Partitions:
1. Type THHN-2-THWN-2, single conductors in raceway
2. Metal-clad cable, Type MC

C. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground:
1. Type THHN-2-THWN-2, single conductors in raceway
2. Type XHHW-2, single conductors in raceway

D. Branch Circuits Installed below Raised Flooring:
   1. Type THHN-2-THWN-2, single conductors in raceway
   2. Metal-clad cable, Type MC

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. MC Cable may be used for concealed branch circuiting to wiring devices provided it is supported properly and run taut. MC must transition to other approved wire types prior to leaving the room it is permitted in. MC may not be used for home-runs.

B. MC Cable may be used for lighting fixture whips, no longer than 6’-0” and shall be properly supported.

C. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

D. All feeder and branch circuits shall be ran with dedicated neutral conductors (shared neutrals not permitted).

E. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

F. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

G. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

H. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

I. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material.

   1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIELD QUALITY CONTROL

A. Contractor shall perform insulation resistance (IR) tests, commonly called “megger” tests on any feeder or circuit which may have been damaged during installation or where identified as questionable by the Design Professional. Test shall be performed according to standards published by ANSI/NETA.

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.

D. Test and Inspection Reports: Prepare a written report to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

E. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 INFORMATIONAL SUBMITTALS

A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:

1. Test wells.
2. Ground rods.
3. Ground rings.
4. Grounding arrangements and connections for separately derived systems.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.

1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:

a. Instructions for periodic testing and inspection of grounding features.

1) Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
2) Include recommended testing intervals.

1.4 QUALITY ASSURANCE

A. Comply with UL 467 for grounding and bonding materials and equipment.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, and marked for intended location and application.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. Dossert; AFL Telecommunications LLC.
3. ERICO International Corporation.
4. Fushi Copperweld Inc.
5. Galvan Industries, Inc.; Electrical Products Division, LLC.
6. Harger Lightning and Grounding.
7. ILSCO.
8. Newton Instument Company.
9. O-Z/Gedney; A Brand of the EGS Electrical Group.
10. Robbins Lightning, Inc.
11. Siemens Power Transmission & Distribution, Inc.

2.2 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable unless otherwise required by applicable Code or authorities having jurisdiction. Conductors shall be identified by green insulation or by applying green tape at accessible locations.

B. Bare Copper Conductors: Copper or tinned wire solid or stranded conductors.

C. Grounding Bus: Predrilled rectangular bars of annealed copper, minimum 1/4” by 4 inches by 20 inches and, with 3/8-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

A. UL Listed and acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad, 3/4 inch by 10 feet. Provide sectional ground rods as needed.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

B. Grounding Bus: Install in electrical equipment rooms, telecom rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Exothermic welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to all other Ground Rods: Exothermic welded connectors.
5. Connections to Structural Steel: Exothermic welded connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Grounding electrode shall include, at a minimum, driven rod(s), metallic water piping system, concrete encased reinforcing steel, and structural steel. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

A. In addition to the complete metal conduit system, install insulated equipment grounding conductors with all feeders and branch circuits. Minimum equipment grounding conductor size shall be #12 AWG.

B. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

C. Metallic Fences: Comply with requirements of IEEE C2.

1. Grounding Conductor: Bare copper, not less than **No. 6** AWG.
2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
3. Barbed Wire: Strands shall be bonded to the grounding conductor.

D. Motor frames shall be bonded to the equipment grounding system by an independent ground wire, sized to match the equipment grounding conductor.

3.4 GROUNDING SEPARATELY DERIVED SYSTEMS

A. Generator: On 480V systems with ground-fault protection at the main overcurrent device, Install grounding electrode(s) at the generator location. The electrode shall be connected to the equipment grounding conductor, to the frame of the generator, and bonded to the generator system neutral conductor. On 208V systems without ground-fault protection at the main overcurrent device, install ground rod at the generator location. The ground rod shall be connected to the frame of the generator with #6 AWG copper supplemental grounding electrode.

B. Pad-Mounted Transformers: Install grounding electrode. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to grounding electrodes. Bond the high voltage neutral, cable shields, conduits, and low voltage neutral.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.

C. Ground Rods: Drive rods until tops are 6 inches below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
2. For grounding electrode system, install at least **three** rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

D. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260581 "Manholes, Handholes, and Underground Pull Boxes," and shall be at least 12 inches deep, with cover.

1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.

E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

F. Grounding and Bonding for Piping:

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 70 feet apart.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells. Make tests at ground rods before any conductors are connected.

    a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    b. Perform tests by fall-of-potential method according to IEEE 81.

C. Grounding system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

E. Report measured ground resistances that exceed the following values:
   1. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: **5** ohms.

F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Hangers and supports for electrical equipment and systems.
2. Construction requirements for concrete bases.

1.2 DEFINITIONS

A. EMT: Electrical metallic tubing.

B. IMC: Intermediate metal conduit.

C. RGC: Rigid Galvanized Conduit.

1.3 PERFORMANCE REQUIREMENTS

A. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

1.4 COORDINATION

A. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Allied Tube & Conduit.
b. Eaton’s B-Line Series – Cooper Industries.

c. ERICO International Corporation.
d. GS Metals Corp.
e. Thomas & Betts Corporation.
f. Unistrut; Atkore International.
g. Wesanco, Inc.

2. Supports shall be hot-dip galvanized after fabrication and applied according to MFMA-4.

3. Where installed outdoors or subject to corrosion stainless steel supports shall be provided.

B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron.

E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated or stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
2. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
3. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.

B. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system.

1. Secure raceways and cables to these supports with single-bolt conduit clamps using spring friction action for retention in support channel.

C. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

A. Raceway Support Methods: In addition to methods described in NECA 1, metallic raceways may be supported by openings through structure members, as permitted in NFPA 70.

B. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. To Steel: Welded threaded studs with lock washers and nuts, Beam clamps, or Spring-tension clamps.
6. To Light Steel: Sheet metal screws.
7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate.

3.3 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.

2. See additional requirements where painting specification are included as part of this Project.

3. Where finish painting is not included in the general trades contract, or when the Electrical Contractor is the sole Contractor, provide prime coat and two finish coats of paint to all ferrous metal which is not galvanized.

B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780 / A780M.

END OF SECTION 260529

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SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Boxes, enclosures, and cabinets.

1.2 DEFINITIONS

A. RGC: Rigid galvanized threaded steel conduit.

B. IMC: Intermediate metal conduit.

C. EMT: Electrical metallic tubing.

D. FMC: Flexible metal conduit.

E. LFMC: Liquid-Tight Flexible metal conduit.

F. RNC: Rigid Nonmetallic conduit.

1.3 INFORMATIONAL SUBMITTALS

A. Source quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUITS, TUBING, AND FITTINGS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following.

1. AFC Cable Systems, Inc.
2. Allied Tube & Conduit.
3. Anamet Electrical, Inc.
4. Carlon
5. Cantex

6. Champion
7. Electri-Flex Company.
8. O-Z/Gedney.
9. Picoma Industries.
10. Republic Conduit.
11. Robroy Industries.
12. Southwire Company.
13. Thomas & Betts Corporation.
14. Western Tube and Conduit Corporation.
15. Wheatland Tube Company.

B. Listing and Labeling: Conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 CONDUIT TYPES - APPLICATIONS AND RESTRICTIONS:

A. RGC: Comply with ANSI C80.1 and UL 6.
1. Not to be used in corrosive atmospheres.

B. IMC: Comply with ANSI C80.6 and UL 1242.
1. Not to be used in corrosive atmospheres.

C. EMT: Comply with ANSI C80.3 and UL 797.
1. Not to be used underground or where exposed to weather.
2. Not to be used in utility tunnels or corrosive atmospheres.

D. FMC: Comply with UL 1; zinc-coated steel or aluminum.
1. For use with fixture whips and lighting fixtures (6’ max).
2. For connections to dynamic equipment and connections to motors in airstream.
3. For use in existing walls.

E. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
1. For use under raised floors.
2. For connections to motors except where protection from physical damage is needed (in air stream).
3. For use in wet locations.

F. RNC: Type PVC Schedule 40, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
1. For use underground, direct buried or encased in concrete.

2.3 CONDUIT FITTINGS:

A. Manufacturers: Subject to compliance with requirements, provide products equal to one of the following.
   1. Appleton
   2. Eaton (Crouse Hinds)
   3. Efcor
   4. Steel City
   5. T&B
   6. By Raceway Manufacturer
   7. or equal.

B. Metallic fittings shall comply with NEMA FB 1 and UL 514b.

C. All fittings shall be UL listed for the application.

D. RGC, ARC, and IMC
   1. Conduit Fittings for Hazardous (Classified) Locations: Threaded, comply with UL 886 and NFPA 70. Provide seal-off's where raceway enters hazardous location.
   2. Threaded fittings, malleable iron, with grounding bushing. Cooper Industries #800 series, or equal.
   3. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.

E. EMT:
   1. Steel fittings, setscrew type, insulated throats, concrete tight. Cooper Industries #450 series, or equal.

F. FMC:
   1. Non-insulated, malleable iron, clamp type. Cooper industries #700 series or equal

G. LFMC:
   1. Steel or malleable iron. Cooper Industries Liquidator series, LTK series, or equal.

H. RNC (PVC)
   1. Fittings shall be of the same material and manufacturer as the raceway, solvent welded type.
   2. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

I. Expansion Fittings: steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and include flexible external bonding jumper.

J. Joint Compound for RGC or IMC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.4 CONDUIT SIZES

A. Minimum Raceway Size 3/4-inch trade size.

2.5 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following.

1. Adalet.
2. Eaton
3. EGS/Appleton Electric.
4. Erickson Electrical Equipment Company.
5. FSR Inc.
6. Hoffman.
7. Hubbell Incorporated.
8. Kraloy.
9. Milbank Manufacturing Co.
10. Mono-Systems, Inc.
11. O-Z/Gedney.
12. RACO; Hubbell.
13. Robroy Industries.
14. Spring City Electrical Manufacturing Company.
15. Stahlin Non-Metallic Enclosures.
16. Thomas & Betts Corporation.
17. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A. Boxes shall be galvanized or plated finish.

D. Cast-Metal Outlet and Device Boxes: For use in surface mounted applications. Comply with NEMA FB 1, Type FD, with gasketed cover.

E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

G. Device Box Dimensions: 4 inches square or octagonal by 2-1/8 inches deep. Provide extension rings as required for recessed boxes.

H. Gangable boxes are prohibited.

I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 for indoor application, Type 3R for outdoor applications (unless otherwise noted on drawings), with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install surface raceways only where indicated on Drawings.

B. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

C. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

D. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

E. Complete raceway installation before starting conductor installation.

F. Arrange stub-ups so curved portions of bends are not visible above finished slab.

G. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.

H. Conduit shall be run overhead unless specifically shown on drawings to run under the slab.

I. Conceal raceways within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

J. Support conduit within 12 inches of enclosures to which attached.

K. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

L. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

M. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

N. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

O. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

P. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.

Q. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

R. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

S. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.

T. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

U. Expansion-Joint Fittings:

1. Install in each run of aboveground conduit crossing building expansion joints. Maintain grounding continuity. Refer to architectural plans for locations or expansion joints.

V. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to top of box unless otherwise indicated.

W. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

X. Locate boxes so that cover or plate will not span different building finishes.

Y. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

Z. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.2 CONDUIT SUPPORT

A. Secure feeder conduit to basic structural elements with galvanized strap hangers and clamps; use of trapeze type hangers is encouraged for multiple conduits where space will permit. Galvanized metal clamps and screws may be used for attaching and supporting branch circuit conduit. Nonmetallic fasteners shall not be used except plastic inserts may be used in concrete for small conduits.

B. Vertical conduits shall be supported at each floor by clamps.

3.3 ANCHORS AND FASTENERS

A. Anchors and fasteners shall be of a type designed and intended for use in the base material to which the material support is to be attached and shall be capable of supporting the intended load and withstanding any associated stresses and vibrations.

B. In general, screws shall be used in wood, masonry anchors on concrete or brick, toggle bolts in hollow walls, and machine screws, bolts or welded studs on steel.

3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260020 "Basic Electrical Materials and Methods."

3.5 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 260020 "Basic Electrical Materials and Methods."

3.6 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

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SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Direct-buried conduit, ducts, and duct accessories.
2. Concrete-encased conduit, ducts, and duct accessories.

1.2 RELATED DOCUMENTS

A. Section 26 05 33 “Raceways and Boxes for Electrical Systems” for commonly used electrical conduit types, fittings, and adhesives.

1.3 DEFINITIONS

A. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.4 INFORMATIONAL SUBMITTALS

A. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.

1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
2. Drawings shall be signed and sealed by a qualified professional engineer.

PART 2 - PRODUCTS

2.1 UNDERGROUND-LINE WARNING TAPE

A. Tape:

1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
2. Printing on tape shall be permanent and shall not be damaged by burial operations.
3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.

B. Color and Printing:

1. Comply with ANSI Z535.1 through ANSI Z535.5.
2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

C. Tag:

1. Pigmented polyolefin, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
2. Thickness: 4 mils.
3. Weight: 18.5 lb/1000 sq. ft.
4. 3-Inch Tensile According to ASTM D 882: 30 lbf, and 2500 psi.

PART 3 - EXECUTION

3.1 APPLICABILITY

A. Motor circuit conductors associated with variable frequency drives shall not be installed in non-ferrous raceways below grade unless shielded VFD cables are utilized.

3.2 PREPARATION

A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.

B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

3.3 EARTHWORK

A. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.

B. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary top soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."

C. Cut and patch existing pavement in the path of underground ducts and utility structures according to the "Cutting and Patching" Article in Section 017300 "Execution."

3.4 DUCT INSTALLATION

A. Install ducts according to NEMA TCB 2.

B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.

C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of **48 inches**, both horizontally and vertically, at other locations unless otherwise indicated.

D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.

E. Installation Adjacent to High-Temperature Steam Lines: Where duct banks are installed parallel to underground steam lines, perform calculations showing the duct bank will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct bank crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.

F. Duct Entrances to Manholes and Concrete and Polymer Concrete Handholes: Use end bells, spaced approximately 10 inches o.c. for 5-inch ducts, and vary proportionately for other duct sizes.

1. Begin change from regular spacing to end-bell spacing 10 feet from the end bell without reducing duct line slope and without forming a trap in the line.
2. Direct-Buried Duct Banks: Install an expansion and deflection fitting in each conduit in the area of disturbed earth adjacent to manhole or handhole. Install an expansion fitting near the center of all straight line direct-buried duct banks with calculated expansion of more than 3/4 inch .
3. Grout end bells into structure walls from both sides to provide watertight entrances.

G. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet outside the building wall, without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

H. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.

I. Pulling Cord: Install 100-lbf- test nylon cord in empty ducts.

J. Duct Construction:

1. Excavate trench bottom to provide firm and uniform support for duct bank.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Separator Installation: Space separators close enough to prevent sagging and deforming of ducts. Secure separators to earth and to ducts to prevent floating during fill. Stagger separators approximately 6 inches between tiers. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
4. Minimum Space between Ducts: 3 inches between ducts and exterior envelope wall, 2 inches between ducts for like services, and 4 inches between power and signal ducts.
5. Elbows: Use manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run.
    a. Stub-Ups to Equipment: For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of **60 inches** from edge of base. Install insulated grounding bushings on terminations at equipment.

K. Concrete Encasement:
1. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
2. Concrete Cover: Install a minimum of 3 inches of concrete cover at top and bottom, and a minimum of 3 inches on each side of duct bank.
3. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.

    a. Start at one end and finish at the other, allowing for expansion and contraction of ducts as their temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written recommendations, or use other specific measures to prevent expansion-contraction damage.
    b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch reinforcing-rod dowels extending a minimum of 18 inches into concrete on both sides of joint near corners of envelope.
4. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 033000 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between conduits and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow to center of bank and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-bank application.
5. Reinforce concrete-encased duct banks where they cross disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
6. Place minimum 6 inches of engineered fill above concrete encasement of duct bank.

L. Direct-Buried Duct Banks:

1. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches over ducts and hand

tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 312000 "Earth Moving" for installation of backfill materials.

a. Place minimum 3 inches of sand as a bed for duct bank. Place sand to a minimum of 6 inches above top level of duct bank.

M. Warning Planks: Bury warning planks approximately 12 inches above direct-buried ducts and duct banks, placing them 24 inches o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch increment of duct-bank width over a nominal 18 inches. Space additional planks 12 inches apart, horizontally.

N. Warning Tape: Bury warning tape approximately 12 inches above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches of centerline of duct bank. Provide an additional warning tape for each 12-inch increment of duct-bank width over a nominal 18 inches . Space additional tapes 12 inches apart, horizontally.

3.5 GROUNDING

A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.6 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch- long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.

B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.7 CLEANING

A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Warning labels and signs.
5. Instruction signs.
6. Equipment identification labels.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

B. Colors for Exposed Raceways:

1. Black letters on an orange field.
2. Legend: Indicate voltage and system or service type.

C. Snap-Around Labels for Raceways: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action. Provide at all splice or junction boxes and at 30’ maximum intervals.

D. Tape and Stencil for Concealed Raceways Carrying Circuits More Than 600 V: 4-inch- wide black stripes on 10-inch centers diagonally over orange background that extends full length of raceway or duct and is 12 inches wide. Stop stripes at legends. Provide legend at 30’ maximum intervals.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.

B. Self-Adhesive, Self-Laminating Polyester Labels: Write-on, 3-mil thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-

laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend. Provide label at each termination point.

C. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide. Provide at each field splice and termination point.

2.3 FLOOR MARKING TAPE

A. 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.4 WARNING LABELS AND SIGNS

A. Comply with NFPA 70 and 29 CFR 1910.145.

B. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 7 by 10 inches.

C. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
3. Multiple Electric Service Warning: “DANGER – BUILDING IS SERVED BY MULTIPLE ELECTRICAL SOURCES” Followed by a description of location and area with floor plan.
4. Emergency Sources Warning: “DANGER – AN ONSITE EMERGENCY GENERATOR IS LOCATED ‘XXX’.

2.5 INSTRUCTION SIGNS

A. Engraved, laminated acrylic or melamine plastic, minimum 1/16-inch-thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 EQUIPMENT IDENTIFICATION LABELS

A. Engraved, Laminated Acrylic or Melamine Label:

1. Punched or drilled for screw mounting.
2. White letters on a black background.
3. Minimum letter height shall be 3/8 inch.

2.7 DEVICE IDENTIFICATION LABELS

A. Industrial strength vinyl label:
1. Label must be resistant to UV, extreme temperatures and moisture.
2. Black background with white letters (min. 10-point), unless noted otherwise.
3. Thermal transfer printing, label text must be permanent and does not smear or fade.
4. Adhesive backing, field-printed with tape manufacturer's approved tool.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Apply only to finished surfaces.

B. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.

C. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.

D. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.

E. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded conductors.

a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
b. Colors for 208/120-V Circuits:

1) Phase A: Black.
2) Phase B: Red.
3) Phase C: Blue.

c. Colors for 480/277-V Circuits:

1) Phase A: Brown.
2) Phase B: Orange.
3) Phase C: Yellow.

d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

B. At each junction box and splice box provide pre-printed self-adhesive labels to identify system, voltage, and/or source panel/circuit numbers.

C. At each wiring device cover plate provide pre-printed self-adhesive labels to identify source panel/circuit numbers.

D. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.

1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.

E. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.

F. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless

otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

G. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

H. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual.

1. Labeling Instructions:

a. Provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
c. Fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

2. Equipment to Be Labeled including (but not limited to):

a. Panelboards: Updated, typewritten directory of circuits in the location provided by panelboard manufacturer, for all panelboards modified by the Work.
b. Enclosures and electrical cabinets.
c. Access doors and panels for concealed electrical items.
d. Push-button stations.
e. Monitoring and control equipment.
f. Fire alarm system components, wiring, cabling, and terminals.

END OF SECTION 260553

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