

**MARCH 11, 2015**

SPECIFICATIONS

FOR

**FEDERAL HOCKING  
ROOF AND CHILLER UPGRADES**

AT

**FEDERAL HOCKING HIGH SCHOOL**

FOR

**FEDERAL HOCKING LOCAL SCHOOLS  
8461 STATE ROUTE 144  
STEWART, OHIO 45778**

SUBMITTED BY:

**RVC ARCHITECTS, INC.**

131 WEST STATE STREET

ATHENS, OHIO 45701

(740) 592-5615 (T)

(740) 593-8811 (F)

BIDDINGER@RVCARCHITECTS.COM (E-MAIL)



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## State of Ohio Standard Requirements for Public Facility Construction

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**END OF DOCUMENT**

# Document 00 10 00 - Solicitation (General Contracting / Electronic Bid) State of Ohio Standard Requirements for Public Facility Construction

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Electronic bids will be received by:

Ohio Facilities Construction Commission  
<https://bidexpress.com>

for the following Project:

Project SFC-140366  
Roof and Chiller Upgrades  
Federal Hocking Local Schools  
Stewart, Athens County

in accordance with the Contract Documents prepared by:

RVC Architects, Inc.  
131 West State Street  
Athens, Ohio 45701  
(740) 592-5615 (t)  
(740) 593-8811 (f)  
Jeremy Biddinger, RA  
[biddinger@rvcarchitects.com](mailto:biddinger@rvcarchitects.com)  
[www.rvcarchitects.com](http://www.rvcarchitects.com)

In compliance with Section 153.08 of the Ohio Revised Code and Section 153:1-8-01 of the Ohio Administrative Code, Bids for this Project are being received, opened, and published through electronic means using the State's electronic bidding service.

To access this Project through the electronic bidding service, you must first register at <https://bidexpress.com> by clicking on the "REGISTER FOR FREE" button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at 888.352.2439 or via email at [support@bidexpress.com](mailto:support@bidexpress.com).

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer ("A/E") no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

From time to time, the Commission issues new editions of the "State of Ohio Standard Requirements for Public Facility Construction" and may issue interim changes. Bidders must submit Bids that comply with the version of the Standard Requirements included in the Contract Documents.

Equal Employment Opportunity requirements are applicable to this Project.

This Project is subject to the State of Ohio's Encouraging Diversity, Growth, and Equity ("EDGE") Business Development Program. A Bidder is required to submit with its Bid and with its Bidder's Qualifications form, certain information about the certified EDGE Business Enterprise(s) participating on the Project with the Bidder. Refer to **Section 6.1.11** of the **Instructions to Bidders**.

The EDGE Participation Goal for the Project is **5.0 percent**.

The percentage is determined by the contracted value of goods, services, materials, and labor that are provided by EDGE-certified business(es). The participation is calculated on the total amount of each awarded contract. For more information about EDGE, contact the State of Ohio EDGE Certification Office at <http://das.ohio.gov/eod>, or at its physical location: 4200 Surface Road, Columbus, Ohio 43228-1395; or by telephone at (614) 466-8380.

The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review in accordance with Section 123:2-5-01 of the Ohio Administrative Code including a review of the Bidder's employment records and an on-site review.

The Bidder must indicate on the electronic Bid Form, the locations where its services will be performed in the spaces provided or by attachment in accordance with the requirements of Executive Order 2011-12K related to providing services only within the United States. Failure to do so may cause the Bid to be rejected as non-responsive.

**DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT. COPIES OF OHIO REVISED CODE SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO FACILITIES CONSTRUCTION COMMISSION.**

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program (“DFSP”) approved by the Ohio Bureau of Workers' Compensation (“OBWC”) prior to submitting a Bid and provide, on the Electronic Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in **Section 1.6** of the **General Conditions**.

Electronic bids will be received for:

<u>Trade</u>	<u>Estimate</u>
General Contract.....	\$537,100.00
Alternate G-1 .....	\$110,215.00
Alternate G-2a .....	\$40,925.00
Alternate G-2b .....	\$8,100.00
Alternate G-3a .....	\$10,593.60
Alternate G-3b .....	\$2,131.76
Alternate G-4a .....	\$11,250.00
Alternate G-4b .....	\$1,850.00

until **Monday, April 6, 2015**, at **1:00 p.m.**, when all Bids will be electronically opened. Bid tabulations will be posted no later than 5:00 p.m. on the day Bids are opened.

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on **Tuesday, March 24, 2015**, at **2:30 p.m.** until approximately **3:30 p.m.**, at the following location:

Federal Hocking Middle School (Administration Office)  
8461 State Route 144  
Stewart, Ohio 45778

The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

The Contract Documents are available for purchase from **Cannell Graphics LLC, 5787 Linworth Road, Worthington, Ohio 43085 (614) 781-9760 (t), (614) 781-9759 (f), [www.cannellplanroom.com](http://www.cannellplanroom.com)** at the non-refundable cost of 20.00 per set, plus shipping, if requested.

The Contract Documents may be downloaded as electronic PDF files from the State’s electronic bidding service at <https://bidexpress.com> at no charge.

**END OF DOCUMENT**

**Public Bid Advertisement (Electronic Bidding)**  
**State of Ohio Standard Forms and Documents**

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**SFC-140366**  
**Roof and Chiller Upgrades**  
Federal Hocking Local School District  
Athens County

**Bids Due:** 1:00 pm local time Monday, April 6, 2015; through the State's electronic bidding system at <https://bidexpress.com>

**EDGE Participation Goal:** 5% of contract

**Domestic steel use is required per ORC 153.011.**

<u>Contract</u>	<u>Estimated Cost</u>
General Trades (Lead)	\$537,100.00
Total General Trades Alternates	\$185,065.36

And any proper combination submitted on electronic Bid Form

**Pre-bid Meeting:** Tuesday, March 24, 2015, 2:30 pm – 3:30 pm Federal Hocking Middle School (Administration Office), 8461 State Route 144, Stewart, Ohio 45778

**Bid Documents:** \$20.00 each (no refund) from Cannell Graphics, LLC, [www.cannellplanroom.com](http://www.cannellplanroom.com), (614) 781-9760, and electronically at <https://bidexpress.com>.

**More Info:** A/E contact: Jeremy Biddinger, Phone: (740) 592-5615, Fax: (740) 593-8811 E-mail: [biddinger@rvcarchitects.com](mailto:biddinger@rvcarchitects.com)

----- end of advertisement—do not publish this line -----

**APPROVED FOR PUBLICATION**

**In:** The Athens Messenger  
**On:** 3/15/15, 3/22/15, 3/29/15

Ohio Facilities Construction Commission

\_\_\_\_\_  
Richard Swart  
Project Coordinator

\_\_\_\_\_  
Date

**RECEIVED BY:**

\_\_\_\_\_  
Type or print name of authorized representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

autoinsert path and filename – use 7 pt Ariel



# Document 00 21 13 - Instructions to Bidders (General Contracting / Electronic Bid) State of Ohio Standard Requirements for Public Facility Construction

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## ARTICLE 1 - GENERAL INSTRUCTIONS

### 1.1 Applicable Law and Forum

**1.1.1** The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

### 1.2 Project Scheduling and Coordination

**1.2.1** When the Contract 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.

**1.2.2** The time for completion of the Project indicated on the electronic **Bid Form** is the time for Substantial Completion of all Work applicable to the Bidder.

**1.2.3** The State may assign all or any portion of its interest in a Contract with one or more of the successful Bidders to another successful Bidder as an agreed condition for an award of the Contract for the respective Bid. The assignment may include, without limitation, the duty to schedule, coordinate, and administer the Contract.

**1.2.4** The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

**1.2.5** By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the Contracting Authority owes the Bidder.

### 1.3 Written Notice

**1.3.1** Notice under the Contract Documents shall be validly given if:

**1.3.1.1** delivered personally to a member of the organization for whom the notice is intended;

**1.3.1.2** delivered, or sent by registered or certified mail, to the last known business address of the organization; or

**1.3.1.3** sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

**1.3.2** Notices provided to one Project Participant from another shall be simultaneously copied to the prospective Bidders, the Owner, the Contracting Authority, and the A/E.

### 1.4 Use of the State's Electronic Bidding Software

**1.4.1** The Bidder shall use the State's Electronic Bidding Software to submit its Bid for this Project. Paper Bids will not be accepted.

**1.4.2** Bidders, Subcontractors, and Material Suppliers may download the Contract Documents as PDF files from the State's Electronic Bidding Software at no charge by registering and associating with a company at <https://bidexpress.com>.

**1.4.3** Bidders are encouraged to print and submit their signed and notarized Digital ID to the vendor at the address shown on the "Bid Express Digital ID Registration" page well in advance of the bid deadline.

**1.4.4** Bidders are also encouraged to click the “Select for Bidding” link on the electronic **Bid Form** to be listed on the electronic Plan Holder’s list and submit payment to receive notifications regarding Addenda and other announcements.

**1.4.5** Subcontractors and Material Suppliers may view the electronic Plan Holder’s list to determine potential Bidders.

**1.4.6** Bidders, Subcontractors, and Material Suppliers are encouraged to attend a contractor webinar or contact the vendor’s help desk through the means identified at <https://bidexpress.com> to increase their knowledge of using the State’s Electronic Bidding Software.

## ARTICLE 2 - BIDDING PROCEDURES

### 2.1 Examination of Contract Documents and the Site

**2.1.1** Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda for all divisions of Work for the Project, noting in particular all requirements that may affect its Work in any way.

**2.1.2** The Bidder’s failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

**2.1.3** Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following:

- 2.1.3.1** the condition, layout, and nature of the Site and surrounding area;
- 2.1.3.2** the availability and cost of labor;
- 2.1.3.3** the availability and cost of materials, supplies, and equipment;
- 2.1.3.4** the cost of temporary utilities required in the Bid;
- 2.1.3.5** the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
- 2.1.3.6** the usual weather conditions of the Project location;
- 2.1.3.7** conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and
- 2.1.3.8** subsurface and concealed physical conditions and related information provided in the Contract Documents.

### 2.2 Pre-Bid Meeting

**2.2.1** The Bidder is encouraged to attend the pre-bid meeting, where the A/E, the Contracting Authority, and the Owner will receive questions regarding the Contract Documents. If not given in **Document 00 10 00 - Solicitation**, the A/E shall issue notice of the time and place of any pre-bid meeting to each registered Plan Holder.

**2.2.2** The A/E shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the A/E shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.

**2.2.3** 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.

### 2.3 Request for Interpretation

**2.3.1** If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation (“RFI”) to the A/E for an interpretation or clarification.

**2.3.1.1** The Bidder is responsible for prompt delivery of the RFI.

**2.3.1.2** The A/E shall respond to RFIs received more than 7 days before the bid opening.

**2.3.2** The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**.

**2.3.2.1** The Addenda may be delivered via the State's State's Electronic Bidding Software, facsimile or e-mail, posted to a web or FTP site, or otherwise furnished to each registered Plan Holder.

**2.3.3** Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.

**2.3.4** The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

## **2.4 Basis of Design and Acceptable Components**

**2.4.1** The Contract Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements.

**2.4.2** The component listed first is the Basis of Design Component.

**2.4.3** Other listed components are Acceptable Components.

**2.4.3.1** If the Bidder includes an Acceptable Component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

## **2.5 Substitutions Prior to Bid Opening**

**2.5.1** If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.

**2.5.1.1** If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.

**2.5.2** The Bidder shall submit its request for Substitution to the A/E no later than 10 days prior to the bid opening, which must include:

**2.5.2.1** the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and

**2.5.2.2** a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

**2.5.3** If the A/E approves the Proposed Substitution, the A/E shall issue an Addendum.

**2.5.4** If the A/E does not approve the Proposed Substitution, the A/E shall inform the Bidder of its decision, which is final. The A/E may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the A/E to completely evaluate the Proposed Substitution without causing a delay in the bid deadline.

**2.5.5** Proposed Substitutions received by the A/E less than 10 days prior to the bid deadline shall not be considered.

## **2.6 Electronic Bid Form**

**2.6.1** Each Bid shall be submitted on the electronic **Bid Form** through the State's Electronic Bidding Software.

**2.6.1.1** All sections of the electronic **Bid Form**, including a completed "Bidder Affirmation and Disclosure" section acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2011-12K, and a completed "Commitment to Participate in the EDGE Business Assistance Program" page, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as non-responsive.

**.1** If the names, locations, and service locations of Subcontractors are not known at the time of the Bid deadline, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration**.

**2.6.1.2** Unless the Bidder withdraws the Bid as provided in **Article 4**, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

**2.6.2** The Bidder shall fill in all relevant spaces on the electronic **Bid Form**. The State's Electronic Bidding Software will identify any incomplete required fields.

**2.6.3** If the Bidder is a corporation, partnership, or sole proprietorship, an officer, partner or principal of the Bidder shall enter the legal name of the Bidder in the space provided on the electronic **Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member in the space provided.

## 2.7 Allowances

**2.7.1** If Allowances are provided on the electronic **Bid Form**, the amount of each 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.

## 2.8 Unit Prices

**2.8.1** If Unit Prices are requested on the electronic **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 electronic **Bid Form** and the actual quantities provided.

**2.8.2** Unit Prices shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. The Bidder shall submit Unit Prices for all items listed.

## 2.9 Alternates

**2.9.1** If an Alternate is listed on the electronic **Bid Form**, the Bidder shall fill in the applicable space with a positive or negative bid amount as applicable. The Contracting Authority reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

**2.9.1.1** If no change in the bid amount is required, indicate "\$0."

**2.9.1.2** Failure to make an entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

**2.9.1.3** Failure to indicate a negative number will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable space.

**2.9.1.4** If an Alternate is not selected, an entry as listed in **Section 2.9.1.2** on that Alternate shall not, by itself, render a Bid non-responsive.

## 2.10 Submittals with Electronic Bid Form

**2.10.1** The Contracting Authority shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid:

**2.10.1.1** An electronic facsimile of the Bid Guaranty as provided in **Article 5**, meeting the requirements of Ohio Revised Code ("ORC") Sections 153.54 and 153.571.

**2.10.1.2** The original unaltered Bid Guaranty shall be delivered to the Contracting Authority within 3 business days after the public bid opening as provided in Ohio Administrative Code ("OAC") Section 153:1-8-01(H).

**2.10.2** If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the Contracting Authority shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the Contracting Authority within a period determined by the Contracting Authority. The Contracting Authority shall not enter into a Contract without a valid Power of Attorney.

**2.10.3** The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.10**. If the apparent low Bidder does not submit the **Bidder's Qualifications** form and related information attached to the electronic **Bid Form**, the Bidder shall provide it upon request in accordance with **Section 3.5.4**, including, but not limited to:

**2.10.3.1** the overall experience of the Bidder, including number of years in business under present and former business names;

**2.10.3.2** a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

- 2.10.3.3** a Certificate of Compliance with Affirmative Action Programs, issued pursuant to ORC Section 9.47, by the Equal Opportunity Coordinator of the Department of Administrative Services;
- 2.10.3.4** a complete listing of Affirmative Action and EDGE program violations in the last 5 years;
- 2.10.3.5** a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;
- 2.10.3.6** a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;
- 2.10.3.7** a complete listing of Drug-Free Workplace Program and Drug-Free Safety Program (“DFSP”) violations in the last 5 years;
- 2.10.3.8** upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:
- .1** an annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or
  - .2** a financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking.
- 2.10.3.9** a description of the Bidder’s relevant facilities and major equipment, whether leased or owned;
- 2.10.3.10** a description of the management experience of the Bidder’s project manager(s) and superintendent(s) and a comprehensive resume for each;
- 2.10.3.11** a description of the EDGE-certified Business Enterprises the Bidder proposes as Subcontractors for this Project by attaching a fully completed **EDGE Affidavit** form for each EDGE-certified Business Enterprise;
- 2.10.3.12** to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;
- 2.10.3.13** a current Ohio Workers' Compensation Certificate;
- 2.10.3.14** if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;
- 2.10.3.15** evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers’ Compensation (“OBWC”); and
- 2.10.3.16** any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

## **2.11 Changes in the Bid Amount**

- 2.11.1** Any change to a previously submitted Bid shall be resubmitted through the State’s Electronic Bidding Software prior to the deadline for submission of Bids.

## **ARTICLE 3 - BID OPENING AND EVALUATION**

### **3.1 Delivery of Bid**

- 3.1.1** The Bidder shall submit its Bid to the Contracting Authority prior to the time of the bid deadline.
- 3.1.2** Bids that are submitted after the time of the bid deadline shall not be considered.

### **3.2 Bid Opening**

- 3.2.1** Electronic Bids shall be received until the time stated when all Bids shall be electronically opened and the Bid tabulation made public by posting on the State’s Electronic Bidding Software.

**3.2.2** The posting of Bid tabulations is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

**3.2.3** The contents of the electronic **Bid Form** and its attachments are public records and shall be available for inspection, upon request, at any time after the bid deadline, except for any information that is not defined as a public record under Ohio law.

### **3.3 Bid Deadline Extension**

**3.3.1** If an Addendum is issued within 72 hours prior to the published time for the bid deadline, excluding Saturdays, Sundays and legal holidays, the bid deadline shall be extended 7 days. If the Contracting Authority approves, the bid deadline may be extended for more than 7 days, and consideration for additional advertising may be recommended.

**3.3.2** As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid deadline, excluding Saturdays, Sundays and legal holidays, only the Contracting Authority may approve a revised bid deadline or additional advertising.

### **3.4 Bid Evaluation Criteria**

**3.4.1** The Contracting Authority reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the Contracting Authority determines, in its sole discretion, to have submitted the lowest responsive and responsible Bid.

**3.4.2** The Contracting Authority reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.

**3.4.3** If any Bidder has engaged in collusive bidding, the Contracting Authority shall reject that Bidder's Bid as non-responsive for the Contract. A collusive bidder may also be debarred from future State Contracts.

**3.4.4** The Contracting Authority 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. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

**3.4.5** If, in the opinion of the Owner, the award of the Contract to the lowest Bidder is not in the best interest of the State, with the written consent of the Contracting Authority, the Owner may accept, in its discretion, another Bid so opened, or the Contracting Authority may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the Contracting Authority.

### **3.5 Bid Evaluation Procedure**

**3.5.1** The Contract shall be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Contracting Authority, or all Bids may be rejected in accordance with Applicable Law.

**3.5.1.1** In determining which Bid is the lowest, the Contracting Authority shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

**3.5.1.2** The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

**3.5.1.3** If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the Contracting Authority may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

- .1** If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

**3.5.2** A Bidder for a Contract shall be considered responsive if the Bidder's Bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents that would affect the amount of the Bid or otherwise give the Bidder a competitive advantage.

**3.5.2.1** A Bid shall be rejected as non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Contracting Authority.

**3.5.2.2** The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review pursuant to OAC Section 123:2-5-01 including a review of the Bidder's employment records and an on-site review.

- .1** The Bidder must submit the information requested no later than 10 days after receipt of the request. Failure to timely respond to this request for records may result in the Bidder being found non-responsive.

**3.5.2.3** If the lowest Bidder is non-responsive, the Bidder shall be notified according to **Section 3.6**.

**3.5.3** In determining whether a Bidder is responsible, factors to be considered include, without limitation:

**3.5.3.1** preferences required by law, where applicable;

**3.5.3.2** the experience of the Bidder;

**3.5.3.3** the financial condition of the Bidder;

**3.5.3.4** the conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA and Prevailing Wage laws, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the ORC and the Ohio Administrative Code;

**3.5.3.5** the facilities of the Bidder;

**3.5.3.6** the management skills of the Bidder, including 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; and

**3.5.3.7** the Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project.

**3.5.4** The A/E shall obtain from the lowest responsive Bidder any information the Contracting Authority determines appropriate to consideration of factors showing responsibility. If the lowest responsive Bidder is responsible, the Contract shall be awarded to that Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the A/E, or a longer period, if the Contracting Authority consents in writing.

**3.5.5** If the lowest responsive Bidder is not responsible, the Contracting Authority shall evaluate the next lowest Bidder according to the procedures set forth in this **Section 3.5** until the Contract is awarded, all Bids are rejected, or all responsive Bidders are determined to be not responsible.

### **3.6 Rejection of Bid**

**3.6.1** If the lowest Bidder is not responsive or responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

#### **3.6.2 Ten Percent Rule.**

**3.6.2.1** If the lowest responsive and responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Contracting Authority shall reject all Bids.

**3.6.3** A Bidder notified in accordance with **Section 3.6.1** may object to its rejection by filing a written protest, which must be received by the Contracting Authority within 5 days of the notification provided pursuant to **Section 3.6.1**.

**3.6.4** Upon receipt of a timely protest, the Contracting Authority shall meet with the protesting Bidder to hear its objections. ORC Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

**3.6.4.1** No Contract award shall become final until after the Contracting Authority has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Contracting Authority.

**3.6.4.2** If all protests are rejected, the Contract shall be awarded to the lowest responsive and responsible Bidder, or all Bids shall be rejected.

### **3.7 Notice of Intent to Award**

**3.7.1** The Contracting Authority shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

**3.7.2** The Contracting Authority reserves the right to rescind any Notice of Intent to Award if the Contracting Authority determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in **Article 6** are not met.

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**ARTICLE 4 - WITHDRAWAL OF BID****4.1 Withdrawal prior to Bid Opening**

**4.1.1** A Bidder may withdraw a Bid after submitting the Bid through the State's Electronic Bidding Software, provided the Bidder submits its request through the State's Electronic Bidding Software prior to the bid deadline.

**4.2 Withdrawal after Bid Opening**

**4.2.1** The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, 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.

**4.2.1.1** Notice of a request to withdraw a Bid shall be made in writing filed with the Contracting Authority within 2 business days after the bid opening. The Contracting Authority reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

**4.2.1.2** No Bid may be withdrawn under **Section 4.2.1** which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

**4.2.2** If a Bidder withdraws its Bid under **Section 4.2.1**, the Contracting Authority may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event the Contracting Authority advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Contracting Authority finds that these costs would not have been incurred but for the withdrawal.

**4.2.3** A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in **Section 4.2.1** by giving written notice to the Contracting Authority.

**4.3 Refusal to Accept Withdrawal**

**4.3.1** If the Contracting Authority contests the right of a Bidder to withdraw a Bid pursuant to **Section 4.2.1**, a hearing shall be held within 10 days after the bid opening and the Contracting Authority shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The Contracting Authority shall give the withdrawing Bidder timely notice of the time and place of the hearing.

**4.3.1.1** The Contracting Authority shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

**4.3.1.2** Pursuant to ORC Section 119.12, the Bidder may appeal the order of the Contracting Authority required by **Section 4.3.1**.

**4.4 Refusal to Perform**

**4.4.1** In the event the Contracting Authority denies the request for withdrawal and the Bidder refuses to perform the Contract, the Contracting Authority may reject all Bids or award the Contract to the next lowest responsive and responsible Bidder.

**4.5 Effect of Withdrawal**

**4.5.1** A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, 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 Contracting Authority's prior written consent.

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**ARTICLE 5 - BID GUARANTY AND BOND****5.1 Bid Guaranty**

**5.1.1** The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Contracting Authority, in the form of either:

**5.1.1.1** the signed **Document 00 43 13 - Bid Security Form** contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

**5.1.1.2** a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority.

**5.1.2** The Bid Guaranty shall be in form and substance satisfactory to the Contracting Authority and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Contracting Authority.

**5.1.3** If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as non-responsive.

**5.1.4** An authorized agent must sign the **Bid Security Form**, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the **Bid Security Form**.

**5.1.5** The requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the **Bid Security Form**. The Bidder shall determine the applicability of this provision.

**5.1.6** Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing **Document 00 61 13 - Performance and Payment Bond Form** from a Surety satisfactory to the Contracting Authority.

**5.2 Forfeiture of Bid Guaranty**

**5.2.1** If for any reason, other than as authorized by **Section 4.2.1** or **Section 5.3**, the Bidder fails to execute the Agreement, and the Contracting Authority awards the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder:

**5.2.1.1** The Bidder who failed to execute the Agreement is liable to the State for the difference between its Bid and the Bid of the next lowest responsive and responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

**5.2.2** If the Contracting Authority then awards a Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder and that Bidder fails or refuses to execute the Agreement:

**5.2.2.1** The liability of the lowest responsive and responsible Bidder shall be the difference between the bid amount of the lowest responsive and responsible Bidder and another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder, except as provided in **Section 5.3**, but not in excess of the liability specified in **Section 4.2.2**.

**5.2.2.2** The liability on account of an award to the lowest responsive and responsible Bidder beyond the third lowest responsive and responsible Bidder shall be determined in like manner.

**5.2.3** If the Contracting Authority does not award the Contract to another Bidder under **Section 5.2.2**, but submits the Project for re-bidding:

**5.2.3.1** The Bidder failing or refusing to execute the Agreement is liable to the State for a penal sum not to exceed 10 percent of the Bidder's bid amount 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, except as provided in **Section 5.3**.

### 5.3 Exception to Forfeiture

**5.3.1** A Bidder for a Contract with the State costing less than \$500,000 may withdraw its Bid from consideration if its Bid for another Contract with the State for less than \$500,000 has already been accepted if:

**5.3.1.1** the Bidder certifies in good faith that the total amount of its current contracts is less than \$500,000; and

**5.3.1.2** the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

**5.3.2** If a Bid is withdrawn pursuant to **Section 5.3.1**:

**5.3.2.1** the Contracting Authority may award the Contract to another Bidder which the Contracting Authority determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and

**5.3.2.2** neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

### 5.4 Bond

**5.4.1** Prior to signing the Agreement, the Bidder shall provide the Bond required by law in form and substance satisfactory to the Contracting Authority, and from a Surety licensed to do business in the state of Ohio and satisfactory to the Contracting Authority.

**5.4.1.1** If the Bidder provided **Document 00 43 13 - Bid Security Form**, described in **Section 5.1.1.1**, as its Bid Guaranty then that form shall be the Bond.

**5.4.1.2** If the Bidder provided another form of Bid Guaranty, described in **Section 5.1.1.2**, then **Document 00 61 13 - Performance and Payment Bond Form**, described in **Section 5.1.6**, shall be the Bond.

**5.4.1.3** The Bidder shall not be required to provide both forms described above.

**5.4.2** The Bond must be in the full amount of the Contract to indemnify the State against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

## ARTICLE 6 - CONTRACT AWARD AND EXECUTION

### 6.1 Conditions Precedent for Execution of Contract

**6.1.1** The successful Bidder must submit the items in this **Section 6.1** to the Contracting Authority before executing the Agreement.

**6.1.2** Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the state of Ohio.

**6.1.3** Ohio Workers' Compensation Certificate

**6.1.4** Certificate of Compliance with Affirmative Action Programs, issued by the Equal Opportunity Coordinator. The form must be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

**6.1.5** Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Contracting Authority reserves the right to request and receive a certified copy of the Contractor's insurance policies.

**6.1.6** 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 do business in the state of Ohio.

**6.1.7** 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.

**6.1.8** Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

**6.1.9 Required Notice of Unresolved Findings for Recovery.**

**6.1.9.1** By submitting its Bid, the Bidder warrants that it is not subject to an unresolved findings for recovery under ORC Section 9.24. ORC Section 9.24 prohibits the State from awarding a Contract to any Bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under ORC Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

**6.1.10 EDGE Program – Supporting Documentation Required.**

**6.1.10.1** The Bidder shall provide evidence acceptable to the Contracting Authority of the Bidder's participation in the EDGE Program by contracting with EDGE-certified Business Enterprise(s) for the Project by submitting a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise, by requesting a waiver or partial waiver of the advertised EDGE Program participation goal for the Project on the Bidder's company letterhead including full documentation of the Bidder's good faith effort to contract with EDGE-certified Business Enterprise(s) for this Project, or both.

**6.2 Non-compliance with Conditions Precedent**

**6.2.1** The award of the Contract and execution of the Agreement require the Contractor to comply with:

**6.2.1.1** all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and

**6.2.1.2** the **Bidder's Qualifications** form, including a fully completed **EDGE Affidavit** for each EDGE-certified Business Enterprise, not previously provided within 3 business days of receiving the Contracting Authority's request.

**6.2.2** Non-compliance with the conditions precedent for execution of the Contract as stated in **Section 6.1** within the timelines stated in **Section 6.2.1** following the date of the Notice of Intent to Award shall be sufficient cause to permit the Contracting Authority to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the Contracting Authority determines is the lowest responsive and responsible Bidder; or the Contracting Authority may re-bid the Work at its sole discretion.

**6.2.3** The Contracting Authority may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

**6.3 Time Limits**

**6.3.1** The Contracting Authority's failure to award the Contract and execute the Agreement-within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsive and responsible Bidder and the Contracting Authority.

**6.3.1.1** If the Contracting Authority awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

**6.3.1.2** If failure to execute the Contract within 60 days of the bid opening is due to matters for which the State is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the successful Bidder and the price of the next lowest responsive and responsible Bidder.

**6.3.1.3** If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, the Contracting Authority shall not grant a request for increased costs.

**6.4 Notice to Proceed**

**6.4.1** The Contracting Authority shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion of all Work. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall furnish the following submittals to the A/E:

**6.4.1.1** Schedule of Values;

**6.4.1.2** preliminary schedule of Shop Drawings and other Submittals;

**6.4.1.3 Subcontractor and Material Supplier Declaration** form, with completed “Bidder Affirmation and Disclosure” forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2011-12K for Subcontractors that were not identified in the electronic **Bid Form**;

**6.4.1.4** qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each; and

**6.4.1.5** evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at

<http://ohiosharedservices.ohio.gov/Vendors.aspx?Page=2>.

## 6.5 Prevailing Wage Rates

**6.5.1** The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14. Refer to **Document 00 73 43 - Wage Rate Requirements** for related information and the Project’s prevailing rates of wages with an appropriate ratio of registered apprentices.

**6.5.2** The Bidder shall not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law. The Bidder is responsible for compliance of its Subcontractors with prevailing wage requirements.

**6.5.3** Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority’s Prevailing Wage Coordinator with a schedule of dates during the term of the Contract when the Contractor shall pay wages to its employees for the Project.

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**END OF DOCUMENT**



# Document 00 41 13 - Bid Form (General Contracting / Electronic Bid)

## State of Ohio Standard Requirements for Public Facility Construction

THIS SAMPLE BID FORM IS PROVIDED WITH THE PROJECT MANUAL AS A PLACEHOLDER ONLY – SUBMIT YOUR BID USING THE ELECTRONIC BID FORM ON [HTTPS://BIDEXPRESS.COM](https://bidexpress.com)

▣ General Info	Bid Total:
<p><b>Deadline</b> 04/06/2015 1:00 PM EDT/EST</p> <p><b>Advertised</b> 03/15/2015, 03/22/2015, 03/29/2015</p> <p><b>Number</b> SFC-140366</p> <p><b>Business Name</b> Federal Hocking Local School Board &amp; Ohio Facilities Construction Commission</p>	<p><b>Description</b> Federal Hocking Local Schools – Roof and Chiller Upgrades:</p> <p>The Project consists of the removal and replacement of the roof membrane, blocking and insulation of +/- 61,300 square feet of roof at Federal Hocking High School.</p>

▣ Procurement Documents
<p><a href="#">Current Webinars</a> → Instructions for Bid Express Contractor Training Webinars</p> <p>«insert Public Bid Advertisement file name» → Public Bid Advertisement</p> <p>«insert Solicitation file name» → Notice to Bidders</p> <p>«insert Project Manual file name» → Procurement &amp; Contracting Requirements and Specifications</p> <p>«insert Drawings file name» → Plans, elevations, sections, details, and schedules</p>
5 Attachments

▣ Contract Completion Time and Addenda								
<p>Contract Completion Time</p> <div style="border: 1px solid black; padding: 5px; min-height: 20px;"> <p><b>The time for Contract Completion is August 14, 2015.</b></p> </div>								
<p>Acknowledgement of receipt of Addenda</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%; padding: 5px;">Date Addendum #1 Received</th> <th style="width: 25%; padding: 5px;">Date Addendum #2 Received</th> <th style="width: 25%; padding: 5px;">Date Addendum #3 Received</th> <th style="width: 25%; padding: 5px;">Date Addendum #4 Received</th> </tr> </thead> <tbody> <tr> <td style="border: 1px solid black; height: 20px;"></td> </tr> </tbody> </table>	Date Addendum #1 Received	Date Addendum #2 Received	Date Addendum #3 Received	Date Addendum #4 Received				
Date Addendum #1 Received	Date Addendum #2 Received	Date Addendum #3 Received	Date Addendum #4 Received					

▣ Instructions for Entering Bid Amounts (General Contract)

**Unit Prices**

Enter the price per unit of measure in the Bid Form and the extension will be calculated automatically. INCLUDE THE EXTENSION FOR EACH AND EVERY UNIT PRICE IN THE BASE BID. Unit prices will be used solely for the purpose of determining the adjustment to the Contract Sum for differences between the estimated quantities on the electronic Bid Form and the actual quantities provided.

**Base Bid**

Enter the amount of the Base Bid for ALL LABOR AND MATERIALS to complete the scope of Work. INCLUDE THE AMOUNT OF EACH ALLOWANCE (if applicable) AND THE SUBTOTAL OF EACH UNIT PRICE EXTENSION (if applicable) IN THE BASE BID AMOUNT. FAILURE TO INCLUDE ALLOWANCES OR UNIT PRICE EXTENSIONS IN THE BASE BID IS THE RESPONSIBILITY OF THE BIDDER AND WILL NOT BE SUFFICIENT REASON FOR ADJUSTMENT OF THE BID AMOUNT AFTER THE BID DEADLINE. DO NOT include Alternates (if applicable) in the Base Bid amount.

**Alternates**

Enter the amount of each and every Alternate to ADD TO or DEDUCT FROM the Base Bid. Indicate amounts to DEDUCT FROM the Base Bid by entering a minus sign (-) before the amount entered. DO NOT include Alternate amounts in the Base Bid.

**BID TOTAL WARNING**

PLEASE FOLLOW THE INSTRUCTIONS ABOVE for including ALLOWANCES and UNIT PRICES in your BASE BID. DISREGARD the "Component is not included in bid total." warning below. It indicates that the Allowances and Unit Price extensions are not included in the BID TOTAL AMOUNT that appears at the top of the Bid Form. It has no bearing on your inclusion of these amounts in your Base Bid.

**Unit Prices (General Contract)**

**More**

Item	Description	Quantity	Fixed	Unit Price*	Unit of Measure	Extension
<b>!</b> Component is not included in bid total.						
Unit Price U-1	Removal and repair of any <u>additional</u> damaged structural steel decking ( <b>400 sf is included in the Base Bid</b> )	50 sf	No	_____	Square Feet	
1 Item						<b>Total:</b>

**Base Bid (General Contract)**

**More**

Item	Description	Quantity	Fixed	Unit Price*	Extension
Base Bid	All Labor and Materials (include Unit Price Extensions above)	1.0	No	_____	
1 Item					<b>Total:</b>

**Alternates (General Contract)**

**More**

Item	Description	Quantity	Fixed	Unit Price*	Extension
<b>!</b> Alternate: Owner-agency may award independently from entire bid.					
<b>!</b> Component is not included in bid total.					
Alternate G-1	General Contractor shall perform all work required for demolition and new work indicated on Drawings for Roof Area 2	1.0	No	_____	
Alternate G-2a	General Contractor shall provide and install protection board above insulation and directly below roofing membrane for area indicated as Base Bid.	1.0	No	_____	
Alternate G-2b	General Contractor shall provide and install protection board above insulation and directly below roofing membrane for area indicated as Roof Area 2.	1.0	No	_____	
Alternate G-3a	General Contractor shall install white EPDM roof membrane in lieu of black EPDM for area indicated as Base Bid.	1.0	No	_____	

Alternate G-3b	General Contractor shall install white EPDM roof membrane in lieu of black EPDM for area indicated as Roof Area 2.	1.0	No	_____
Alternate G-4a	General Contractor shall remove existing roof drain strainers and install new roof drain strainers for area indicated as Base Bid.	1.0	No	_____
Alternate G-4b	General Contractor shall remove existing roof drain strainers and install new roof drain strainers for area indicated as Roof Area 2.	1.0	No	_____
<b>5 Items</b>				<b>Total:</b>

**■ Bidder Affirmation and Disclosure**

The Bidder acknowledges that by submitting its Bid, the Bidder affirms, understands, and will abide by the requirements of Executive Order 2011-12K. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor

<b>Address *</b>	<b>City *</b>	<b>State *</b>	<b>Zip *</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2. Location(s) where services will be performed by Contractor and Subcontractor (Project Site)

<b>Address *</b>	<b>City *</b>	<b>State *</b>	<b>Zip *</b>
8461 State Route 144	Stewart	Ohio	45778
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

3. Location where state data will be accessed, tested, maintained, or backed-up by Contractor

<b>Address *</b>	<b>City *</b>	<b>State *</b>	<b>Zip *</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Locations where state data will be accessed, tested, maintained, or backed-up by Subcontractors if known at time of Bid deadline

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**■ EDGE Program Commitment to Participate**

Option A

The Bidder commits to meet or exceed the advertised EDGE Participation Goal of the Contract award amount, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

The Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully-completed Bidder's Qualification Form, including an EDGE Affidavit form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

Option B (indicate percentage of participation below)

The Bidder declares that it does not meet the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, commits to provide the percentage of the Contract award amount, indicated above, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

The Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed Demonstration of Good Faith form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

The Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed Bidder's Qualifications Form, including an EDGE Affidavit form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

**Option C**

The Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

**Select EDGE option above \***

Choices...

**If option B selected, enter percentage**

**■ Certifications (Non-Prevailing Wage)**

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed 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 Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of 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, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person submitting a Bid on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, 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 shall 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 shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in Article 5 of the Instructions to Bidders.
8. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

9. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
10. The Bidder agrees to furnish any information requested by the Contracting Authority or the Architect/Engineer to evaluate the responsibility of the Bidder.
11. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
12. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall enter the legal name of the Bidder and the name of the officer, partner or principal of the Bidder (in lieu of signing the Bid Form) in the data fields provided.
13. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member and the name of the officer, partner or principal (in lieu of signing the Bid Form) in the data fields provided.
14. The Bidder represents that the individual that is submitting and digitally signing the electronic Bid is legally authorized to do so.
14. Bidder acknowledges that by the act of submitting an electronic Bid that it is digitally signing the actual Bid, which shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
- The Bidder hereby acknowledges that the above representations in this Bid are material and not mere recitals. \*

## ■ Procurement Forms (2014 Edition)

### [Document 00 43 13 - Bid Security Form](#)

→ Upload below and provide original document within 3 days

### [Document 00 45 13 - Bidder's Qualifications](#)

→ Upload below or provide within 3 days of request

### [Document 00 45 39 - EDGE Affidavit](#)

→ Upload below or provide within 3 days of request

3 Attachments

## ■ Instructions for Providing Bid Submittals

### **Submission of Electronic Facsimile of Bid Guaranty with Electronic Bid**

The Bidder SHALL UPLOAD and ATTACH TO ITS BID an ELECTRONIC FACSIMILE (scanned PDF document) OF ITS BID GUARANTY, payable to the Contracting Authority, in the form of either: (1) the signed and sealed Document 00 43 13 - "Bid Security Form" contained in the Contract Documents (and provided for the Bidder's convenience in the block above) for the amount of the Base Bid plus all additive Alternates; or (2) a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority. Refer to Sections 2.10.1.1 and 5.1 of Document 00 21 13 - "Instructions to Bidders."

### **Submission of Original Bid Guaranty**

In addition to the Electronic Facsimile above, the Bidder SHALL DELIVER ITS ORIGINAL UNALTERED BID GUARANTY to the Contracting Authority WITHIN 3 BUSINESS DAYS AFTER THE BID DEADLINE as provided in Ohio Administrative Code Section 153:1-8-01(H). THIS REQUIREMENT APPLIES TO ALL BIDDERS. Refer to Section 2.10.1.2 of the Instructions to Bidders.

### **Non-responsive Bid for Failure to Submit Bid Guaranty**

Each Bidder MUST SUBMIT BOTH THE ELECTRONIC FACSIMILE AND THE ORIGINAL UNALTERED BID GUARANTY as described above. The Contracting Authority SHALL REJECT A BID AS NON-RESPONSIVE if the Bidder fails to submit BOTH elements of the Bid Guaranty. The checkboxes below are to identify that you have uploaded the other form of Bid Guaranty. DO NOT CHECK ALL BOXES. Refer to Section 2.10.1 of the Instructions to Bidders.

### **Submission of Bidder's Qualifications and EDGE Affidavit**

The Bidder is encouraged to submit background information with its Bid using Document 00 45 13 - "Bidder's Qualifications" and Document 00 45 39 - "EDGE Affidavit" with the EDGE-certified Business(es) the Bidder proposes to use on the Project (forms provided for the Bidder's convenience in the block above). If the Bidder does not submit the Bidder's Qualifications form and/or the EDGE Affidavit form and related information attached to the electronic Bid Form, the Bidder shall provide it within 3 days of request. Refer to Sections 2.10.3 and 3.5.4 of the Instructions to Bidders.

Required Bid Guaranty Upload	
Name	File *
Document 00 43 13 - Bid Security Form → Upload a scan of the fully executed Bid Security Form AND submit the original document to the Contracting Authority within 3 days of the bid deadline	<input type="button" value="Select file..."/> no file selected <input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted a Cashier's check below)
Power of Attorney → Upload a scan of the fully executed Power of Attorney AND submit the original document to the Contracting Authority within 3 days of the bid deadline	<input type="button" value="Select file..."/> no file selected <input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted a Cashier's check below OR included with the Bid Security Form above)
Cashier's Check for 10% of the Bid → Upload a scan of the Cashier's Check AND submit the original check to the Contracting Authority within 3 days of the bid deadline	<input type="button" value="Select file..."/> no file selected <input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted the Bid Security Form AND Power of Attorney above)
3 Required Documents	

Bidder's Qualifications and EDGE Affidavit Upload	
Name	File *
Document 00 45 13 - Bidder's Qualifications → Upload fully completed form and attachments	<input type="button" value="Select file..."/> no file selected <input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Must be submitted to the Contracting Authority within 3 days of request)
Document 00 45 39 - EDGE Affidavit → Upload a completed form for each EDGE business	<input type="button" value="Select file..."/> no file selected <input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Must be submitted to the Contracting Authority within 3 days of request)
2 Required Documents	

Bidder Signatory Information		
Name of Bidder's Authorized Signatory *		
<input type="text"/>		
Title *	Company Name *	
<input type="text"/>	<input type="text"/>	
Mailing Address *		
<input type="text"/>		
Telephone Number *	Facsimile Number	E-Mail Address *
<input type="text"/>	<input type="text"/>	<input type="text"/>
Where Incorporated *	Federal Tax Identification Number *	
<input type="text"/>	<input type="text"/>	

<b>Date enrolled in an OBWC-approved DFSP (month/date/year)</b> <input type="text"/>
<b>Contact person for Contract processing *</b> <input type="text"/>
<b>President or Chief Executive Officer's Name / Title *</b> <input type="text"/>

**Joint Venture Bidder Signatory Information**

**Optional Component: I am NOT bidding on Joint Venture Bidder Signatory Information**

<b>Name of Bidder's Authorized Signatory *</b> <input type="text"/>		
<b>Title *</b> <input type="text"/>	<b>Company Name *</b> <input type="text"/>	
<b>Mailing Address *</b> <input type="text"/>		
<b>Telephone Number *</b> <input type="text"/>	<b>Facsimile Number</b> <input type="text"/>	<b>E-Mail Address *</b> <input type="text"/>
<b>Where Incorporated *</b> <input type="text"/>	<b>Federal Tax Identification Number *</b> <input type="text"/>	
<b>Date enrolled in an OBWC-approved DFSP (month/date/year)</b> <input type="text"/>		
<b>Contact person for Contract processing *</b> <input type="text"/>		
<b>President or Chief Executive Officer's Name / Title *</b> <input type="text"/>		

**END OF DOCUMENT**



**Document 00 43 13 - Bid Security Form**  
**State of Ohio Standard Requirements for Public Facility Construction**

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( Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571 )

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Oblige(e)s, in the penal sum of the dollar amount of the Bid submitted by the Principal  
to the Oblige(e) on \_\_\_\_\_ (date) to undertake the Project known as:

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Description: \_\_\_\_\_  
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Oblige(e), incorporating any additive alternate Bids made by the Principal on the date referred to above to the Oblige(e), which are accepted by the Oblige(e). In no case shall the penal sum exceed the amount of dollars (\$\_\_\_\_\_). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Oblige(e) accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Oblige(e) the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Oblige(e) may in good faith contract with the Bidder determined by the Oblige(e) to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Oblige(e) does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Oblige(e) the difference not to exceed ten percent of the penal sum 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 Oblige(e) accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige(e) against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Oblige(e) 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 said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

x \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY:**

x \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

**SURETY INFORMATION:**

\_\_\_\_\_

Street

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Telephone Number

**SURETY AGENT'S INFORMATION:**

\_\_\_\_\_

Agency Name

\_\_\_\_\_

Street

\_\_\_\_\_

City State Zip

\_\_\_\_\_

Telephone Number

**END OF DOCUMENT**

# Document 00 45 13 - Bidder's Qualifications

## State of Ohio Standard Requirements for Public Facility Construction

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Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

1. Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street, Building, Unit

\_\_\_\_\_  
City, State, Zip

Mailing Address (if different): \_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City, State, Zip

Telephone Number (w/ Area Code): ( \_\_\_\_\_ ) \_\_\_\_\_

Fax Number (w/ Area Code): ( \_\_\_\_\_ ) \_\_\_\_\_

Email address: \_\_\_\_\_

2. **Overall Experience.** Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

3. **Financial.** The apparent low Bidder shall submit, upon request of the Contracting Authority, either:

- a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,
- b) A financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking;

**This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.**



e) EPA/OSHA violations

f) Liquidated damages and Statutory Delay Forfeiture assessed

g) Drug-Free Safety Program and Drug Free Workplace Program violations

7. **Management.** Identify individuals assigned to this Project.

Principal \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

Project Manager \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

Field Superintendent \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

8. **EDGE Participation.** Identify EDGE-certified Business Enterprises proposed as Subcontractors and Material Suppliers for this Project. Attach a fully completed Document 00 45 39 - "EDGE Affidavit" for each EDGE-certified Business Enterprise.

9. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name \_\_\_\_\_

Authorized Official (please print or type) \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**END OF DOCUMENT**



**Document 00 45 39 - EDGE Affidavit**  
**State of Ohio Standard Requirements for Public Facility Construction**

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**EDGE PARTICIPATION**

**Certified Statement of Intent to Contract and Perform**

**Bidder / Proposer:** Submit one fully completed form for each EDGE-certified Business Enterprise

**Project:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**A. Bidder / Proposer's Company Name:** \_\_\_\_\_

Mark all that apply:

Multi-Prime Contract     General Contract     CM at Risk Contract     Design-Build Contract

**B. EDGE-certified Business Enterprise information** (for contract at ANY tier)

Mark all that apply:

Subcontractor     Material Supplier     Professional Services     Goods & Services

EDGE Business Name: \_\_\_\_\_

EDGE Business Address: \_\_\_\_\_

EDGE Business Federal Tax I.D. \_\_\_\_\_ E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Insert a brief description of materials, labor, services, supplies, etc. to be provided (may use industry codes):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Certification of Intent**

By signing below, the Bidder / Proposer certifies that it intends to contract with the EDGE-certified Business Enterprise for the portion of the contract described above related to its Contract for this Project and for the estimated cost shown below. By signing below, the EDGE-certified Business Enterprise certifies that it intends to contract with the Bidder / Proposer and intends to provide the portion of the contract described above related to the Contract for this Project for the *estimated cost* of:

\_\_\_\_\_ and \_\_\_\_\_ /100 dollars ( \$\_\_\_\_\_ ).

In the event the named Bidder / Proposer is NOT awarded a Contract, this Statement shall be null and void.

***EDGE-certified Business Enterprise***

\_\_\_\_\_  
Authorized representative name, title (print or type)

\_\_\_\_\_  
Signature of authorized representative

***Bidder / Proposer***

\_\_\_\_\_  
Authorized representative name, title (print or type)

\_\_\_\_\_  
Signature of authorized representative

**END OF DOCUMENT**



# Document 00 52 00 - Agreement Form

## State of Ohio Standard Requirements for Public Facility Construction

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This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the Contracting Authority, and the Contractor in connection with the Project.

**Project Number:** SFC-140366  
**Project Name:** Roof and Chiller Upgrades  
**Site Address:** 8461 State Route 144  
Stewart, Athens County

**Owner:** Federal Hocking Local Schools  
**Owner's Representative:** Mr. Pat Tabler  
**Address:** 8461 State Route 144  
Stewart, Ohio 45778

**Contracting Authority:** The School District Board above in conjunction with  
the Ohio Facilities Construction Commission  
**Project Manager:** Richard Swart  
**Address:** 30 West Spring Street, 4thFloor  
Columbus, Ohio 43215

**Contractor:** <insert name>  
**Contractor's Principal Contact:** <insert name>  
**Address:** <insert street address>  
<insert city, state zip code>

**Architect/Engineer ("A/E"):** RVC Architects, Inc.  
**A/E's Principal Contact:** Jeremy Biddinger, RA  
**Address:** 131 West State Street  
Athens, Ohio 45701

### ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract.
- 1.2 The project delivery method for this Project shall be General Contracting.
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than <insert Contractor's EDGE commitment> percent of the Contract Sum.

### ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's proper, timely, and complete performance of the Contract. The Contract Sum is \$<insert amount>, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

- 2.1.1 Base Bid: .....\$<Insert Base Bid Amount>
- 2.1.2 Alternate <Insert Alternates Awarded>: .....\$<Insert Alternate Amount>
- 2.1.3 Alternate <Insert Alternates Awarded>: .....\$<Insert Alternate Amount>
- 2.1.4 Alternate <Insert Alternates Awarded>: .....\$<Insert Alternate Amount>
- 2.1.5 Alternate <Insert Alternates Awarded>: .....\$<Insert Alternate Amount>

**ARTICLE 3 - CONTRACT TIMES**

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»
Substantial Completion of all Work	«insert number of calendar days» days	«insert date»

3.1.1 The projected dates listed under “Projected Date (as of the date of this Agreement)” are provided only for convenient reference during the consideration Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

**ARTICLE 4 - KEY PERSONNEL**

4.1 The Contractor’s Key Personnel for the Project are:

- 4.1.1 «insert name», Project Manager;
- 4.1.2 «insert name», Lead Scheduling Engineer;
- 4.1.3 «insert name», General Superintendent.

*Edit the above list as appropriate for the Project.*

**ARTICLE 5 - GENERAL PROVISIONS**

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner’s appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the Owner gives the Contractor written notice that such funds are available from the Owner’s funding source.

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the Contracting Authority, Owner, Contractor, and Ohio Attorney General.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR’S NAME»

STATE OF OHIO

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

**OHIO ATTORNEY GENERAL**  
Approval as to Form

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**END OF DOCUMENT**



# Document 00 61 13 - Performance and Payment Bond Form

## State of Ohio Standard Requirements for Public Facility Construction

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( Form of Bond prescribed by Ohio Revised Code Section 153.57 - Not to be used as Bid Guaranty )

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee(s), in the penal sum of \_\_\_\_\_ dollars,  
for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,  
administrators, successors, and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, enter into a Contract with the Obligee, which said Contract is  
made a part of this Bond the same as though set forth herein and which is more fully described as:

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Description: \_\_\_\_\_  
(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the  
Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors,  
Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or  
completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor,  
Material Supplier 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 Sureties 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 and Specifications therefor shall in any wise affect the obligations of said Surety on its  
bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the  
Work or the Contract Documents, including without limitation the Plans and Specifications.

**PRINCIPAL:**

\_\_\_\_\_  
Principal Signature

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SURETY:**

\_\_\_\_\_  
Surety Signature

By: \_\_\_\_\_  
Attorney-in-Fact

**SURETY INFORMATION:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**SURETY AGENT'S INFORMATION:**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**END OF DOCUMENT**

SECTION 00 73 10  
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES  
O.R.C. 5919.042

State of Ohio  
County of Athens, \_\_\_\_\_, ss:

\_\_\_\_\_ being first duly sworn,

deposes and says that he/she is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_ with offices  
(Name of Contractor)

located at \_\_\_\_\_, and its  
(Address of Contractor)

duly authorized representative, states that effective this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_, (date of submission of bid)

\_\_\_\_\_  
(Name of contractor)

( ) is charged with delinquent personal property taxes on the general list of personal property in Athens County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Athens County, Ohio.

( ) is not charged with delinquent personal property taxes on the general list of personal property in Athens County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Athens County, Ohio.

<u>County</u>	<u>Amount (include total amount penalties and interest thereon)</u>
Athens	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)  
My commission expires  
\_\_\_\_\_, 20\_\_\_\_.



# Document 00 71 00 - Contracting Definitions (General Contracting Project)

## State of Ohio Standard Requirements for Public Facility Construction

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<b>Acceptable Component</b>	A component listed in the Specifications after the Basis of Design Component.
<b>Addenda or Addendum</b>	Written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections. Addenda become part of the Contract Documents when the Agreement is executed.
<b>A/E</b>	See “Architect/Engineer.”
<b>Agreement</b>	The form furnished by the Contracting Authority (including all of its exhibits) that, when completed and signed by the Contractor and Contracting Authority evidences entry into the Contract.
<b>Allowance</b>	A sum stipulated in the Contract Documents for a defined scope of the Work that may not be completely defined at the time of bidding. Allowance amounts do not include the Contractor’s Fee on account of the associated Work.
<b>Alternate</b>	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.
<b>Alternative Dispute Resolution</b>	A voluntary and non-binding process for the administrative review, consideration, and attempted settlement of a dispute, without resort to judicial process, including but not limited to partnering, negotiation, mediation, impartial fact-finding, dispute review board, and mini-trials, but shall not include arbitration.
<b>Applicable Law</b>	All federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E’s Services on the Project.
<b>Architect/Engineer</b>	The Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents. The A/E shall be a <b>(1)</b> registered architect holding a license and certificate of authorization issued by the Ohio Architects Board pursuant to ORC Chapter 4703, <b>(2)</b> landscape architect holding a license and certificate of authorization issued by the Ohio Landscape Architects Board pursuant to ORC Chapter 4703, or <b>(3)</b> professional engineer or professional surveyor holding a license and certificate of authorization issued by the Ohio Engineers and Surveyors Board pursuant to ORC Chapter 4733.
<b>As-Built Documents</b>	Documents, including but not limited to Drawings, Addenda, Specifications, executed Change Orders, and other elements of the Contract Documents which the Contractor annotates and otherwise modifies to indicate changes made during the construction process, the location of concealed and buried items, and other information useful to the Owner throughout the life of the completed Project.
<b>Base Bid</b>	The amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.
<b>Basis of Design</b>	A document that records the concepts, calculations, decisions, and product selections used to meet the Owner’s Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
<b>Basis of Design Component</b>	A component listed first in the Specifications.
<b>Bid</b>	A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State’s electronic bidding application pursuant to OAC Section 153:1-8-01.

<b>Bidder</b>	A Person that submitted a Bid.
<b>BIM</b>	See “Building Information Model.”
<b>Bid Form</b>	A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
<b>Bid Guaranty</b>	A bid bond or other instrument of security authorized by ORC Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.
<b>Bond</b>	A performance and payment bond in the format specified by ORC Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
<b>Building Information Model</b>	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
<b>Certificate of Contract Completion</b>	A form used to document that the Contractor’s achievement of Contract Completion. This form may also be used to document partial Contract Completion.
<b>Certificate of Substantial Completion</b>	A form used to document <b>(1)</b> that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and <b>(2)</b> the date on which the associated Substantial Completion of the Work was achieved.
<b>Change Directive</b>	A written document prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
<b>Change Order</b>	A document recommended by the A/E and executed by the Contracting Authority and the Contractor that modifies the Contract.
<b>Claim</b>	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
<b>Claim Affidavit</b>	A sworn document used in conjunction with filing a lien, which contains a claim on the funds that are due to a Contractor, in favor of a Person supplying labor, materials, or services for the value of labor, materials, or services supplied.
<b>Commission</b>	See “Ohio Facilities Construction Commission.”
<b>Commissioning Agent</b>	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.
<b>Commissioning Plan</b>	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
<b>Commissioning Process</b>	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner’s Project Requirements.
<b>Commissioning Report</b>	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.

<b>Conformed Documents</b>	Contract Documents with all Addenda items and accepted Alternates incorporated by the A/E, published, and issued to a successful Bidder for its use during performance of the Contract. The Conformed Documents are furnished solely for the Contractor's convenience. In the event of any conflict between the Contract Documents modified by Addenda and the Conformed Documents, the Contract Documents take precedence.
<b>Construction Progress Schedule</b>	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, A/E, Contracting Authority, and Owner; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.
<b>Contract</b>	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.
<b>Contract Completion</b>	The schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to <b>(1)</b> all governmental authorities have given final, written approval of the Work, <b>(2)</b> a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, <b>(3)</b> the Contractor's Work is 100 percent complete, and <b>(4)</b> all Punch List items have been completed or corrected, and <b>(5)</b> the Contractor has complied with conditions precedent to final payment and release of retained funds.
<b>Contract Documents</b>	Collectively, the documents that constitute the substance of the Contract including but not limited to Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and Change Orders if any.
<b>Contract Sum</b>	The Contract Sum is the Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.
<b>Contract Times</b>	The periods stipulated in the Agreement for the achievement of associated Milestones, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
<b>Contracting Authority</b>	The party identified in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
<b>Contractor</b>	A firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.
<b>Contractor's Documents</b>	All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.
<b>Contractor's Fee</b>	The portion of the Contract Sum attributable to the aggregate of the Contractor's profit and home-office overhead related to the Contractor's proper, timely, and complete performance of the Work.
<b>Contractor Payment Request</b>	The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.

<b>Contractor's Punch List</b>	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
<b>Coordination Drawings</b>	Drawings and Electronic Files prepared by the Contractor to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
<b>Correction Period</b>	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
<b>CxA</b>	See "Commissioning Agent."
<b>Date of Commencement</b>	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.
<b>day</b>	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
<b>Defective Work</b>	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.
<b>Differing Site Condition</b>	Either <b>(1)</b> a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or <b>(2)</b> an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
<b>Dispute Review Board</b>	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
<b>Drawings</b>	Graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
<b>Electronic File</b>	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.
<b>Enclosure, Permanent</b>	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
<b>Enclosure, Temporary</b>	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.
<b>Estimated Construction Cost</b>	The sum of the Estimated Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.
<b>Estimated Contract Cost</b>	The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.
<b>Extra Materials</b>	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.

<b>Final Inspection</b>	The final review of the Work of the Contractor by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
<b>furnish</b>	Supply and deliver to the Site, or other specified location, ready for installation.
<b>General Conditions</b>	The State's Standard General Conditions currently in effect, which may be modified by the Commission from time to time.
<b>General Conditions Costs</b>	General Conditions Costs include only the Contractor's costs to provide the general conditions Work including without limitation the costs of all of the following Site-related items: scheduling and coordinating the Work. telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include <b>(1)</b> Bond premiums and <b>(2)</b> premiums for builder's risk insurance if the Contractor purchases the builder's risk policy for the Project.
<b>Hazardous Materials</b>	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
<b>Indemnified Parties</b>	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
<b>install</b>	Put into use or place in final position, complete and ready for intended service or use.
<b>Institutional Designee</b>	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer, director of capital facilities, or an institution vice president.
<b>Institution of Higher Education</b>	Any state of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
<b>Liquidated Damages</b>	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
<b>Material Supplier</b>	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
<b>mediation</b>	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
<b>Milestone</b>	A principal event specified in the Contract relating to an intermediate completion date or time prior to Substantial Completion of all Work.

<b>Modification</b>	A <b>(1)</b> written amendment to the Contract signed by both parties, <b>(2)</b> Change Order, <b>(3)</b> Change Directive, or <b>(4)</b> an order for a minor change in the Work.
<b>negotiation</b>	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
<b>Neutral Facilitator</b>	An nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding or minimizing disputes, and nurturing a more-collaborative ethic characterized by trust, cooperation and teamwork.
<b>Notice of Commencement</b>	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a Claim Affidavit may be served.
<b>Notice of Intent to Award</b>	A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.
<b>Notice to Proceed</b>	A written notice provided by the Contracting Authority authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
<b>OAC</b>	Ohio Administrative Code
<b>Ohio Facilities Construction Commission</b>	The authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.
<b>ORC</b>	Ohio Revised Code
<b>Owner</b>	The state of Ohio agency, Institution of Higher Education or division thereof, School District Board, or other instrumentality for whom the Project is being constructed.
<b>Owner's Project Requirements</b>	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These include project goals, measureable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
<b>Partial Occupancy</b>	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities having jurisdiction, and items of Work cannot be completed until a subsequent date.
<b>partnering</b>	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
<b>Person</b>	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
<b>Phase</b>	A separation in the Work of the Project by sequence or time intervals, which may include separate contractors for each Phase.
<b>Plan Holder</b>	A prospective Bidder that received a set of Contract Documents prior to the bid opening.
<b>Product Data</b>	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
<b>Project</b>	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.

<b>Project Manager</b>	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
<b>Project Manual</b>	That part of Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
<b>Proposal</b>	The offer of a Contractor to perform the Work set forth in a Proposal Request.
<b>Proposal Request</b>	A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
<b>provide</b>	Furnish and install, complete and ready for intended use.
<b>Punch List</b>	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
<b>Record Documents</b>	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), Contractor's Warranty, Manufacturers' Warrantees, certificate(s) of occupancy, approved shop drawings and other action submittals, Change Directives, Proposal Requests, Requests for Interpretation, Addenda, Change Orders, Balancing Reports, and the final version of the approved Construction Progress Schedule.
<b>Record Drawings</b>	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
<b>Record Model</b>	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
<b>Record Project Manual</b>	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.
<b>Request for Change Order</b>	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
<b>Request for Interpretation</b>	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.
<b>RFI</b>	See "Request for Interpretation."
<b>Samples</b>	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
<b>Schedule of Values</b>	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
<b>School District</b>	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
<b>School District Board</b>	The board of education of a School District.
<b>Separate Consultant</b>	A Person engaged by the Owner or Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant's authorized representatives, successors, assigns, and subconsultants regardless of tier.

<b>Separate Contract</b>	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
<b>Separate Contractor</b>	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor's authorized representatives, successors, assigns, and subcontractors regardless of tier.
<b>Shop Drawings</b>	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
<b>Site</b>	The location designated for the Project.
<b>Specifications</b>	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
<b>Stage</b>	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction Stage, which includes Construction and Closeout activities.
<b>Standard Requirements</b>	The brief name of the "State of Ohio Standard Requirements for Public Facility Construction," including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; currently in effect, which the Commission may modify from time to time.
<b>State</b>	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, any state institution of higher education as defined in ORC Section 3345.011, or any School District Board as defined in ORC Section 3318.01.
<b>Subcontract</b>	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.
<b>Subcontract Form</b>	The <b>State of Ohio Subcontract Form</b> prescribed by OAC Section 153:1-3-02 and required for use with the General Contracting method of project delivery.
<b>Subcontractor</b>	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
<b>Substantial Completion</b>	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy or partial certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
<b>Substantially Complete</b>	See "Substantial Completion."
<b>Substitution</b>	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.

<b>Supplementary Conditions</b>	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
<b>Supplementary Instructions</b>	Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
<b>Surety</b>	A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.
<b>Systems Manual</b>	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
<b>Unit Price</b>	The cost of providing a unit of Work including labor, materials, services, and associated expenses.
<b>Work</b>	The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

**END OF DOCUMENT**



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**ARTICLE 1 - CONTRACTOR’S RESPONSIBILITIES**

**1.1 Nondiscrimination**

**1.1.1** The Contractor shall comply with Applicable Law regarding equal employment opportunity, including ORC Section 153.59 and all Executive Orders issued by the Governor of the state of Ohio.

**1.1.1.1** As required under ORC Section 153.59, the Contractor agrees to both of the following:

- .1** “in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and”
- .2** “no contractor, subcontractor, or any person on a contractor’s or subcontractor’s behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.”

**1.1.1.2** The Contractor shall cooperate fully with the State’s Equal Opportunity Coordinator (“EOC”), 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.

**1.1.1.3** In the event the Contractor fails to comply with these nondiscrimination clauses, the Contracting Authority shall deduct from the amount payable to the Contractor a forfeiture of the statutory penalty pursuant to ORC 153.60 for each person who is discriminated against or intimidated in violation of this **Section 1.1.1**.

**1.1.1.4** The Contract may be terminated or suspended in whole or in part by the Contracting Authority and all money to become due hereunder may be forfeited in the event of a subsequent violation of this **Section 1.1.1**.

**1.1.2 Hiring Under State Public Improvement Contracts.**

**1.1.2.1** 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 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 ORC 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).

### **1.1.3 Affirmative Action.**

**1.1.3.1** The Contractor and Subcontractors shall comply with the State's Equal Employment Opportunity requirements described under OAC Sections 123:2-3 through 123:2-9 that include, without limitation, the requirements described under this **Section 1.1.3**.

**1.1.3.2** The Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and submit documentation to the EOC.

**1.1.3.3** By the 10th day of each month, the Contractor and Subcontractors shall submit to the EOC via the internet a completed Ohio Construction Contract Information Report - Input Form 29 (I-29) for the preceding month. The form shall be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

## **1.2 Prevailing Wages**

**1.2.1** The Contractor shall comply with the prevailing wage requirements described under ORC Chapter 4115 that include, without limitation, the requirements described under this **Section 1.2**.

**1.2.2** If the Project is subject to payment of prevailing wage rates, the Contractor shall:

**1.2.2.1** pay to laborers and mechanics performing Work on the Project the prevailing wage rates of the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau;

**1.2.2.2** post in a prominent place readily accessible by all workers on the Site, a legible listing of the current classifications of laborers, workers, and mechanics employed under this Contract;

**1.2.2.3** ensure that the rates posted are current and remain posted in legible condition during the period of the Contract; and

**1.2.2.4** not be entitled to an increase in the Contract Sum on account of an increase in prevailing wage rates, except as otherwise provided by Applicable Law.

**1.2.3** The Contractor may access the Ohio Department of Commerce, Wage & Hour Bureau at its website, <http://198.234.41.198/w3/webwh.nsf/pages/PrevailingWageBid>, to obtain the current wage rates.

## **1.3 Royalties and Patents**

**1.3.1** The Contractor shall pay all royalties, license fees, and assume all costs incident to the use, in the performance of the Work or the incorporation in the Work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

**1.3.2** If the Contractor has reason to believe that use of the specified item is subject to patent or copyright protection, the Contractor shall immediately notify the Contracting Authority.

## **1.4 Assignment of Antitrust Claims**

**1.4.1** By signing the Agreement, the Contractor assigns, conveys and transfers to the Contracting Authority any right, title, and interest to any claims or causes of action it may have or acquire under state or federal antitrust laws relating to any goods, products, or services purchased, procured, or rendered to the State pursuant to the Contract.

## **1.5 Use of Domestic Steel**

**1.5.1** The Contractor is required by law to supply domestically produced steel products used for load bearing structural purposes on all projects funded in whole or in part with State funds.

**1.5.2** The A/E, Contractors, and Subcontractors shall comply with the requirements of the Ohio Facilities Construction Commission's policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. This policy is available on the Commission's website at <http://ofcc.ohio.gov>.

## **1.6 Drug Free Safety Program Participation**

**1.6.1** Throughout the performance of the Work, the Contractor shall be enrolled in and remain in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Safety Program ("DFSP") or a comparable program approved by the OBWC that meets the requirements specified in ORC Section 153.03 ("OBWC-approved DFSP").

**1.6.2** As required under ORC Section 153.03(E):

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

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

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

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

**1.6.3** Prior to authorizing a Subcontractor to commence Work on the Site, the Contractor shall obtain the Contracting Authority’s approval, and shall also submit written confirmation of the Subcontractor’s enrollment on the **Subcontractor and Material Supplier Declaration** form to the A/E.

**1.6.4** In addition to OBWC-approved DFSP Basic requirements, the Contractor, each Subcontractor, and each Separate Contractor that provides labor on the Site shall participate in a pool that performs random drug testing of at least 5 percent of its employees who perform labor on the Site. The random drug testing percentage shall also include the on-site supervisors of the Contractor, Subcontractors, and Separate Contractors. Basic random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved advanced testing. The Contractor and Subcontractor shall provide evidence of required testing to the Contracting Authority upon request.

**1.7 Use of the State’s Web-based Project Management Software**

**1.7.1** If the Contracting Authority decides, in its sole discretion, to utilize the State’s web-based project management software for the Project, the Contractor shall use such software for all compatible services required under this Contract.

**1.7.2** All costs for the Contractor’s use of the State’s web-based project management software for the Project shall be included in the Contract Sum. If the Contractor is unfamiliar with the proper use of such software, the Contractor shall provide its employees for training without additional compensation.

**1.8 EDGE Participation and Reporting**

**1.8.1** The Contractor shall participate in the “Encouraging Diversity, Growth and Equity” (“EDGE”) Program by subcontracting with, and using one or more, businesses certified as an EDGE Business Enterprise (“EDGE-certified Business”) by the EOC.

**1.8.1.1** If the Contractor is an EDGE-certified Business, the Contractor may include its own compensation under this Contract in the reporting.

**1.8.1.2** The amount of EDGE participation cannot exceed 100 percent of the Contract Sum.

**1.8.2** The Contractor shall provide an EDGE Participation Report with each Contractor Payment Request.

**1.8.2.1** The Contractor shall provide status reports, produced by the Contractor and each applicable EDGE-certified Business for the Contract, indicating:

- .1 the name of each EDGE-certified Business;
- .2 the federal tax identification number of each EDGE-certified Business;

- .3 the date of the EDGE-certified Business contract, Subcontract, or purchase order;
- .4 the projected and actual start and end dates of the EDGE-certified Business contract, Subcontract, or purchase order;
- .5 the original amount of the EDGE-certified Business contract, Subcontract, or purchase order with the Contractor;
- .6 the current amount of the EDGE-certified Business contract, Subcontract, or purchase order;
- .7 the amount invoiced to date;
- .8 the amount paid to date;
- .9 the status of the EDGE-certified Business contract, Subcontract, or purchase order (active, complete, or void); and
- .10 a statement describing any substantive product or performance deficiencies.

**1.8.2.2** The Contractor shall provide reports for each EDGE-certified Business; however, the reports may be consolidated and submitted as one document.

**1.8.3** The Contractor shall provide an EDGE Participation Final Report simultaneously with its final Contractor Payment Request.

**1.8.3.1** The Contractor and each EDGE-certified Business shall provide in the report certification that the submitted document is a true and accurate accounting of the original contract amount paid to, and received by, each EDGE-certified Business.

**1.8.4** The Contractor shall provide the EDGE Participation Reports in detail and form acceptable to the Contracting Authority.

**1.8.4.1** Failure to timely submit EDGE Participation Reports may result in withholding payment in accordance with **Section 9.8.2**.

**1.8.5** If the Project is administered using the State's web-based project management software, the Contractor shall submit its EDGE Participation Reports, using the "Contractor Pay Request" (Agency/Higher Education) or "Applications for Payment" (School Facilities) business process.

**1.8.6** The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the EOC or Contracting Authority.

## **1.9 Owner Work Rules**

**1.9.1** The Contractor shall consult with the Owner to obtain full knowledge of the Owner's rules, regulations, or requirements affecting the Project.

## **1.10 Emergency**

**1.10.1** In the event of an emergency affecting the safety of the Project, other property, or individuals, the Contractor, without special instruction or authorization, shall act to prevent the threatened damage, injury, or loss.

**1.10.2** If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor may request a Modification by giving written notice under **Section 7.3.2**.

## **1.11 Contractor's Standard of Care**

**1.11.1** The Contractor shall perform the Work in a workmanlike manner, consistent with the standards of skill and care exercised by entities licensed to perform (where required under Applicable Law) and regularly performing comparable work in the same or similar locality under the same or similar circumstances.

## **1.12 Limit of Contractor's Responsibility**

**1.12.1** The Contractor is not responsible for the A/E's negligence or the A/E's failure to properly perform the A/E's contract.

## **1.13 Sustainability Requirements**

**1.13.1** This Project shall be designed and constructed in accordance with the requirements of Am. Sub. H.B. 251 of the 126<sup>th</sup> General Assembly and the resulting rules, policies, and procedures adopted by the Ohio Facilities Construction

Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC 3318-3.

**1.13.2** If the Project is designed and constructed under the Leadership in Energy and Environmental Design (“LEED”) Rating System developed by the U.S. Green Building Council or another rigorous rating system used to facilitate achievement of sustainability goals for the Project, the Contractor shall provide submittals certifying achievement of sustainable design rating system criteria for verification by the Green Building Certification Institute or other third party in accordance with the Contract Documents.

## ARTICLE 2 - STATE’S RIGHTS AND RESPONSIBILITIES

### 2.1 Contracting Authority

**2.1.1** The Contracting Authority shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Contracting Authority to perform specific responsibilities under the Contract.

**2.1.2** The Contracting Authority shall furnish information and services required of it in a timely manner.

**2.1.3** The Contracting Authority shall have access to the Work at all times, whenever the Project is in preparation or progress.

**2.1.4** The Ohio Facilities Construction Commission requires use of its forms where indicated in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition obtained from the Commission’s website: <http://ofcc.ohio.gov>. The Commission may make modifications to its forms at any time.

**2.1.4.1** The Contractor shall not modify any form provided by the Commission or Contracting Authority.

**2.1.4.2** If the Project is administered using the State’s web-based project management software, the Contractor shall utilize the web-based forms and reports within the applicable business process. The State’s web-based project management software is sponsored by the Commission, and such web-based forms and reports are acceptable to the Commission in lieu of its paper forms.

**2.1.5** The Contracting Authority is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor’s failure to carry out the Work in conformity with the Contract Documents.

### 2.2 Owner

**2.2.1** The Owner shall designate a representative authorized to act on behalf of the Owner during the Project.

**2.2.2** The Owner shall furnish information and services required of it in a timely manner.

**2.2.3** The Owner shall have access to the Work at all times whenever the Project is in preparation or progress.

**2.2.4** Upon issuance of the Notice to Proceed, the Owner shall provide the Site to the Contractor in a condition to permit the Contractor to perform the Work.

**2.2.5** The Owner may request a change in the Work if the A/E recommends and the Contracting Authority approves the change.

**2.2.6** The Owner shall communicate with the Contractor through the Contracting Authority.

**2.2.7** The Owner is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor’s failure to carry out the Work in conformity with the Contract Documents.

### 2.3 Approval of Owner, Contracting Authority, and State

**2.3.1** The Owner, Contracting Authority, or State’s review and approval of the Work and any information the Contractor submits to them is for the sole purpose of determining whether the Work and information are generally consistent with the Contract’s intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

### 2.4 Neutral Facilitation

**2.4.1** The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of **(1)** building cooperative relationships among the Project participants to achieve discrete objectives; **(2)** encouraging educated, productive, and

expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

**2.4.1.1** For example, a Neutral Facilitator may facilitate the organizational meeting, partnering session(s), and efforts to resolve disputes throughout the Project.

**2.4.2** The Contracting Authority, Owner, and Contractor are entitled to interact with the Neutral Facilitator with the full expectation that **(1)** they may act, speak, and disclose information with complete candor and **(2)** all communication, whether oral or written, made in the course of facilitated sessions is confidential.

**2.4.3** At any hearing or proceeding regarding any dispute arising out of or related to the Project **(1)** the Neutral Facilitator will not be competent to testify and shall not be called as a witness and **(2)** the Neutral Facilitator's testimony and work product will not be admissible.

**2.4.4** The Neutral Facilitator will not **(1)** perform any services with respect to or bear any responsibility for any legal services, design-professional services, construction, or construction management associated with the Project or **(2)** have any liability whatsoever for any claims related to any legal services, design-professional services, construction, or construction management associated with the Project, including without limitation, claims for legal or design-professional errors or omissions, delays, cost overruns, faulty construction, or increased costs.

**2.4.5** The Neutral Facilitator's participation in the Project will not relieve the Contracting Authority, Owner, and Contractor of any of their respective rights or obligations under the Contract.

## **2.5 Contractor Performance Evaluation**

**2.5.1** The Contracting Authority may evaluate the Contractor's performance during the progress of the Work, at completion of a phase of the Project, completion of the Project, or any of the foregoing. The Contracting Authority shall retain the evaluation(s).

**2.5.1.1** The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor must send a response in writing to the Contracting Authority within 30 days of receiving the evaluation(s).

**2.5.1.2** The Contracting Authority may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts.

**2.5.1.3** The Contracting Authority may request information from the Contractor for use in evaluating the A/E's performance. If information is requested, the Contractor must comply in a timely and responsive manner.

**2.5.1.4** If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts with the State or subcontracts on State projects for 5 years after the date of the breach.

**2.5.1.5** If the Project is administered using the State's web-based project management software, the Contractor shall receive and review the Contracting Authority's evaluation of the Contractor's performance and respond with its comments, using the "Contractor Evaluation" business process.

## **ARTICLE 3 - A/E'S RESPONSIBILITIES**

### **3.1 The A/E's Contract Administration Duties**

**3.1.1** The A/E shall administer the Contract as provided in the Contract Documents and Architect/Engineer Agreement, including, but not limited to, performance of the functions described as follows:

**3.1.1.1** The A/E shall attend and conduct progress meetings. The A/E shall prepare an agenda and produce a written report of each progress meeting, and distribute the report to the Contracting Authority, Owner, and Contractor within 3 business days after the meeting. The A/E shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

**3.1.1.2** The A/E may authorize minor changes or alterations in the Work that are consistent with the intent of the Contract Documents and do not involve adjustment of the Contract Sum or Contract Times, or both. The A/E has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor may seek adjustment of the Contract Sum or Contract Times, or both.

**3.1.1.3** The A/E shall review and recommend, certify, or approve applicable forms required under the Contract Documents.

**3.1.1.4** The A/E shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Contracting Authority for enforcement of the Contract as necessary.

**3.1.2** The A/E is the initial interpreter of all requirements of the Contract Documents. All decisions of the A/E are subject to final determination by the Contracting Authority.

### **3.2 Site Visits and Observation**

**3.2.1** The A/E shall notify, advise, and consult with the Contracting Authority and Owner and protect the State against Defective Work throughout completion of the Project, which includes the Correction Period.

**3.2.1.1** The A/E shall designate a field representative, subject to the Contracting Authority's approval, to attend to the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents.

**3.2.1.2** The A/E shall have its consultants attend to the Project at intervals required by its agreement or the Contracting Authority.

**3.2.2** The A/E is authorized to disapprove or reject Defective Work. The A/E shall immediately notify the Contracting Authority any time the A/E disapproves or rejects an item of Work.

**3.2.3** The A/E is not responsible for construction means, methods, manners, techniques, sequences, procedures, or for safety precautions and programs in connection with the Work, or for the Contractor's failure to carry out the Work in conformity with the Contract Documents.

### **3.3 Testing and Inspection Services**

**3.3.1** Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

### **3.4 Approval of A/E**

**3.4.1** The A/E's review and approval of the Work and any information the Contractor submits to the A/E is for the sole purpose of determining whether the Work and information are generally consistent with the Contract's intent, and will not relieve the Contractor of its sole responsibility for the performance, preparation, completeness, and accuracy of the Work and information.

### **3.5 Limitation of A/E's Authority**

**3.5.1** Under no circumstances is the A/E authorized to:

**3.5.1.1** bind the Owner or Contracting Authority to any authorizations under, modifications of, or amendments to any contract other than as expressly described under **Section 3.1.1.2**;

**3.5.1.2** accept any defective or non-conforming services, Work, or vendor-furnished items;

**3.5.1.3** make any settlements on behalf of the Owner or Contracting Authority; or

**3.5.1.4** assume any responsibilities of the Contractor or Subcontractors.

## **ARTICLE 4 - SUBCONTRACTORS**

### **4.1 Evaluation and Approval**

**4.1.1** Within 10 days after the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a **Subcontractor and Material Supplier Declaration** form through which the Contractor identifies its Subcontractors.

**4.1.2** The Contractor's failure to timely submit the information regarding a proposed Subcontractor may result in withholding payment in accordance with **Section 9.8**.

**4.1.3** After receiving the **Subcontractor and Material Supplier Declaration** form, the A/E shall verify that it is complete and deliver it to the Contracting Authority and Owner. If the A/E finds the form incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

**4.1.4** If the Contracting Authority rejects any proposed Subcontractor, the Contractor shall propose a replacement Subcontractor with no adjustment of the Contract Sum. The proposed replacement Subcontractor will be evaluated as described above.

**4.1.5** If the Project is administered using the State's web-based project management software, the Contractor shall identify its proposed Subcontractors through the "Subcontractor Supplier Declaration" business process.

## **4.2 Form of Subcontract**

**4.2.1** All Subcontracts shall be on the **State of Ohio Subcontract Form** prescribed by OAC Section 153:1-03-02.

**4.2.2** No less than 10 days before Work is to be performed by a Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority and A/E a complete copy of the executed Subcontract between the Contractor and Subcontractor. After receiving the Subcontract, the A/E shall verify that it is complete and deliver it to the Contracting Authority. If the A/E finds the Subcontract incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

## **4.3 Replacement of Subcontractors**

**4.3.1** The Contractor shall not replace any Subcontractor after execution of the Subcontract without the prior written approval of the Contracting Authority.

## **4.4 Contractor's Responsibility**

**4.4.1** The Contractor is fully responsible for all acts and omissions of its Subcontractors and is responsible for scheduling and coordinating the Work of its Subcontractors.

**4.4.1.1** The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors.

**4.4.1.2** The Contractor shall require that each of its Subcontractors have a competent supervisor at the Site whenever the Subcontractor is performing Work.

**4.4.1.3** The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor, and shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

**4.4.2** The Contractor will not be relieved of its full responsibility for Subcontractors and their performance of the Work by (1) the participation of the Owner, Contracting Authority, and A/E in the processes described under this **Article 4** or other related provisions of the Contract Documents or (2) the Contracting Authority's rejection of a Subcontractor or failure to reject a Subcontractor under **Section 4.1**.

## **4.5 Contingent Assignment of Subcontracts**

**4.5.1** The Contractor hereby assigns its agreement with each Subcontractor to the Contracting Authority provided that the assignment is effective only after termination of the Contract by the Contracting Authority and only for those agreements that the Contracting Authority accepts by notifying the Contractor and applicable Subcontractor in writing. The Contracting Authority may re-assign accepted agreements.

## **4.6 Prompt Payment**

**4.6.1** The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Section 4113.61 that include, without limitation, the requirements described under this **Section 4.6**.

**4.6.1.1** If a Subcontractor requests payment in time to allow the Contractor to include the request in its Contractor Payment Request, the Contractor shall pay within 10 days after receipt of payment from the State:

- .1** To a Subcontractor other than a Material Supplier, an amount equal to the percent of completion allowed by the Contracting Authority for the Subcontractor's Work.
- .2** To a Material Supplier, an amount equal to all or that portion of the Contractor Payment Request that represents the materials furnished by the Material Supplier.

**4.6.2** The Contractor may reduce the amount paid to a Subcontractor pursuant to **Section 4.6.1** at a rate equal to the percentage retained from the Contractor and may withhold amounts necessary to **(1)** resolve disputed liens or claims involving the Work of the Subcontractor or **(2)** account for the failure of the Subcontractor to perform its obligations under its agreement with the Contractor.

**4.6.2.1 Labor Payments.**

- .1 Partial payments to the Subcontractor for labor performed under either a Unit Price or lump sum Subcontract shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.
- .2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

**4.6.2.2 Material Payments.**

- .1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.
- .2 The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Subcontract, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the information required by **Sections 9.6.2.1** and **9.6.2.2** with its request for payment.

**4.6.3** If the Contractor fails to comply with this **Section 4.6**, the Contractor shall pay to the applicable Subcontractor 18 percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the State.

**4.6.4** In order to establish lien rights, Subcontractors shall comply with Applicable Law, including ORC Sections 1311.26, 1311.261, and 1311.29.

**4.6.5** If the Contracting Authority receives a Claim Affidavit from a Subcontractor, it shall proceed as required by Applicable Law, including ORC Sections 153.63 and 1311.31.

**4.6.6** Laborers, Subcontractors, and Material Suppliers may secure payment rights in accordance with Applicable Law, including ORC Section 153.56.

## **ARTICLE 5 - PRECONSTRUCTION ACTIVITIES**

### **5.1 Partnering**

**5.1.1** The formation of a cohesive, mutually beneficial partnering arrangement among the Contractor, Contracting Authority, A/E, and Owner will accomplish the construction of the Project most effectively and efficiently. This arrangement draws on their collective strengths, skills, and knowledge to achieve a Project of the intended quality, within budget, and on schedule. To achieve that objective, participation in a partnering session is required for the following key stakeholders:

**5.1.1.1** Contracting Authority: Project Manager

**5.1.1.2** Owner: Primary representative

**5.1.1.3** A/E: Principal-in-charge, project manager, field representative, major consultants

**5.1.1.4** Contractor: Principal-in-charge, project manager, and superintendent

**5.1.1.5** Major Subcontractors (e.g., plumbing, HVAC, electrical): Principal-in-charge, project manager or superintendent

**5.1.1.6** CxA, if applicable

**5.1.2** The purpose of the partnering arrangement is to build cooperative relationships between the Project's key stakeholders, avoid or minimize disputes, and nurture a more collaborative ethic characterized by trust, cooperation and teamwork. This arrangement is intended to produce a voluntary, non-binding, but formally structured agreement among the Project's key stakeholders, leading to an attitude that fosters risk sharing.

**5.1.3** To create and implement the partnering arrangement, the Project's key stakeholders shall meet prior to the construction of the Project for developing a partnering agreement. The agreement should be comprehensive and focus on all issues necessary for successful completion of the Project, and shall identify common goals and objectives, develop a

problem solution process, an Alternative Dispute Resolution (“ADR”) strategy in accordance with **Section 8.13**, and an implementation plan for the partnering arrangement.

**5.1.4** Formal contractual relations, responsibilities, and liabilities are not affected by any partnering arrangement. The cost associated with establishing this partnership, including but not limited to engaging the services of a Neutral Facilitator, shall be included in an allowance in the Contractor’s bid. The Contractor shall include in its base bid the resources necessary to participate in the partnering session.

**5.1.5** Partnering services may extend over the entire period of performance of the Contract and may include intervention or project realignment services to be utilized if serious disputes arise. The Project’s key stakeholders should agree, during the initial partnering session, to the types of situations and circumstances in which intervention or realignment services shall be utilized.

## **5.2 Building and Trade Permits and Licenses**

### **5.2.1 Plan Approval.**

**5.2.1.1** The A/E shall secure the required structural, plumbing, HVAC, and electrical plan approvals.

**5.2.1.2** The Contractor shall schedule and attend all intermediate and final inspections required for any permit applicable to the Work. The Contractor shall schedule the State Fire Marshal or local fire authority for the life safety inspection for occupancy permits. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the dates and times arranged for inspections.

- .1 The Contractor shall pay for any reinspections required as a result of the Contractor’s failure to receive approval of its Work.

### **5.2.2 Trade Permits and Licenses.**

**5.2.2.1** The Contractor shall obtain, maintain, and pay for any permit, inspection, or license applicable to the Contractor’s particular trade.

### **5.2.3 Local Permits.**

**5.2.3.1** The Contractor shall secure and pay the fees for any permits, inspections, licenses, capacity charges, or tap fees required by local authorities having jurisdiction over the Project. The Contractor shall give the A/E, Contracting Authority, and Owner reasonable notice of the date arranged for inspections.

### **5.2.4 National Pollutant Discharge Elimination System (“NPDES”) Storm Water General Permit.**

**5.2.4.1** The A/E shall secure the NPDES general permit by submitting a Notice of Intent (“NOI”) application form to the Ohio Environmental Protection Agency at least 45 days prior to the start of construction. The Contractor shall be a “co-permittee” if required under Applicable Law.

**5.2.4.2** The A/E shall prepare and certify a storm water pollution prevention plan to provide sedimentation and erosion controls at the Project.

**5.2.4.3** The A/E shall prepare and process the required Notice of Termination (“NOT”) prior to Contract Completion.

## **ARTICLE 6 - CONSTRUCTION AND CLOSEOUT**

### **6.1 Commencement of Work on the Site**

**6.1.1** Unless the Contracting Authority agrees otherwise in writing, the Construction Stage will commence with the Contracting Authority’s issuance of the Notice to Proceed and will terminate upon Contract Completion.

### **6.2 Responsibility of the Contractor**

**6.2.1** The Contractor shall complete portions of the Work in the sequence and time in the Construction Progress Schedule.

**6.2.2** The Contractor shall supervise the Work.

**6.2.3** The Contractor must perform the Work so as not to interfere with, disturb, hinder, or delay the services of Separate Consultants or the work of Separate Contractors. The Contractor must cooperate and coordinate fully with all Separate Consultants and Separate Contractors and must freely share all of the Contractor’s Project-related information with them to facilitate the timely and proper performance of the Work and of the services and work of the Separate Consultants and Separate Contractors.

- 6.2.4** The Contractor must afford every Separate Consultant and Separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.
- 6.2.5** If the Contractor damages the property or work of any Separate Consultant or Separate Contractor, or by failure to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.
- 6.2.6** The intent of **Sections 6.2.3** through **6.2.5** is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor's obligations under the Contract.
- 6.2.7** If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor's failure so to report will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor's Work except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Contractor's inspection.
- 6.2.8** The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and a Separate Consultant or Separate Contractor.
- 6.2.9** The Contractor shall develop and keep current the Construction Progress Schedule in accordance with **Section 6.5**, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the A/E and Contracting Authority's acceptance.
- 6.2.10** The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.
- 6.2.11** The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion.
- 6.2.12** The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by **Section 6.5.14**.
- 6.2.13** The Contractor shall establish the Project's regular working hours, subject to approval by the A/E and the Owner.
- 6.2.14** The Contractor shall coordinate the Work with the activities and responsibilities of the A/E, Owner, and Contracting Authority to complete the Project in accordance with the Contract Documents.
- 6.2.15** In the event of default of the Contractor, the Contractor shall cooperate with the A/E, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.
- 6.2.16** The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots, and sidewalks.
- 6.2.17** The Contractor shall keep a daily log containing a record of weather, number of workers on Site for the Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

### **6.3 Construction Procedures**

- 6.3.1** The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.
- 6.3.1.1** If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.
- 6.3.1.2** If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to the A/E,

Owner, and Contracting Authority. The Contractor shall not proceed with that portion of the Work without further written instructions from the A/E. Any modification of the Contract shall be in accordance with **Article 7**.

**6.3.2** The Contractor shall lay out and coordinate all lines, levels, elevations, and measurements for all of the Work, coordinate and verify existing conditions, and notify the A/E of discrepancies and conflicts before proceeding with installation or excavation.

**6.3.3** The Contractor shall perform all cutting, fitting, or patching required for the Work and shall not endanger the Project by cutting, excavating, or otherwise altering the Project, or any part of it.

**6.3.3.1** If the Contractor requires sleeves for the Work, the Contractor shall furnish and install the sleeves. The Contractor is responsible for the exact location and size of all holes and openings required to be formed or built for the Work.

**6.3.3.2** The Contractor's patching shall match and blend with the existing or adjacent surface(s).

**6.3.4** 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.

**6.3.4.1** The Contractor shall give notice at least 2 business days in advance of excavation to the owners of underground utilities registered with the Ohio Underground Utility Protection Services ("OUPS" at <http://oups.org>, phone 811 or 800-362-2764), and the owners of underground utilities shown on the Drawings and Specifications who are not registered members of OUPS. The owner of an underground utility is required within 48-hours' notice to stake, mark, or otherwise designate the location of its utilities in the construction area together with its approximate depth. In the event that any underground utility owner fails to timely perform, the Contractor shall notify the A/E and contact the owner of the underground utility.

**6.3.5** The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required temperature and humidity limits for installation of the various materials.

**6.3.6** The Contractor shall comply with all requirements and conditions of the NPDES general permit, including, but not limited to, implementing and maintaining the sedimentation and erosion control measures specified in the storm water pollution prevention plan prepared by the A/E pursuant to **Section 5.2.4**, which are related to the Work, maintaining records of its construction activities, removing materials no longer required, and taking proper action if there is a reportable quantity spill.

**6.3.7** The Contractor shall communicate with the Contracting Authority and Owner through the A/E.

## 6.4 Construction Supervision

**6.4.1** Unless waived by the Contracting Authority in writing, the Contractor shall provide continuous supervision at the Site by a competent superintendent when any Work is being performed and the Contractor's superintendent shall not be involved with any work other than the Project.

**6.4.2** The Contractor's project manager and superintendent shall each have the responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's project manager or superintendent shall be binding as if given directly to the Contractor.

**6.4.3** The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days of the Notice to Proceed. For all Subcontracts in excess of \$200,000, and for all other Subcontracts on request from the Contracting Authority, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than 10 days before the Subcontractor is scheduled to begin Work on the Site.

**6.4.3.1** The Contracting Authority may reject the Contractor or Subcontractor's proposed project manager or proposed superintendent. If the Contracting Authority does not notify the Contractor of the rejection within 30 days after receiving the required information, it shall indicate that the Contracting Authority has no objection, but does not affect the Contracting Authority's rights under **Section 6.12.2** or any other provision relative to that project manager or superintendent.

**6.4.3.2** If the Contracting Authority rejects the Contractor or Subcontractor's proposed project manager or proposed superintendent, the Contractor shall replace, or cause the Subcontractor to replace the project manager or superintendent (as appropriate) with someone acceptable to the Contracting Authority at no additional cost.

**6.4.4** The Contractor and its Subcontractors subject to **Section 6.4.3** shall not replace their respective project managers or superintendents without prior written approval of the Contracting Authority.

**6.4.4.1** If the Contractor or a Subcontractor subject to **Section 6.4.3** proposes to change its project manager or superintendent, the Contractor shall submit written justification to the Contracting Authority, along with the name and qualifications of the proposed replacement.

**6.4.4.2** The procedure provided in **Section 6.4.3** shall be conducted to evaluate the Contractor or Subcontractor's (as applicable) proposed replacement project manager or superintendent.

## **6.5 Construction Progress Schedule**

**6.5.1** If the Estimated Construction Cost for the Project is \$500,000 or more, the Contractor shall prepare and maintain a resource-loaded Construction Progress Schedule using the critical-path method of scheduling that provides the following information:

**6.5.1.1** a graphic presentation of the sequence of the Work for the Project in the media and format required for the Project;

**6.5.1.2** identification of each stage of the Work and any Milestone dates;

**6.5.1.3** identification of activities and durations for review and approval of Shop Drawings and other action submittals, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time, coordination drawing delivery, Substantial Completion, Punch List, Punch List Correction, Project close-out requirements, occupancy requirements, and Contract Completion;

**6.5.1.4** identification of disruptions and shutdowns due to other operations;

**6.5.1.5** identification of the critical path of the Work;

**6.5.1.6** identification of the crew size and total resource hours for each activity in the schedule; and

**6.5.1.7** the Contractor's signature and date indicating approval.

**6.5.2** The Contractor shall develop the Construction Progress Schedule using commercially available, personal computer software acceptable to the Contracting Authority and shall submit all baseline and updated schedules to the A/E in the schedules' native electronic format.

**6.5.3** The Construction Progress Schedule shall not exceed the time limits current under the Contract Documents, shall provide for reasonable, efficient, and economical execution of the Project, and shall relate to the entire Project to the extent required by the Contract Documents.

**6.5.4** The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining Work within applicable Milestones. The Project participants shall use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work. The Contractor shall provide a clear graphics legend and other data including, but not limited to, Milestone dates, constraints, and other items required by the Project, A/E, Contracting Authority, and Owner. Each submission shall show the Contracting Authority's Project number and Project name, and provide a signature approval and date line for the Contractor.

**6.5.5** The Contractor shall provide in each schedule: Activity identification and description for each activity broken down to a maximum duration that is appropriate for the activity, responsibility of the Contractor, Contractor's resources and crew size for each activity, provide early start, early finish, late start, late finish dates. Each schedule shall show predecessor activities and successor activities for each activity, entry free float, total float, and percentage of completion, and identify the appropriate predecessors and successors for all related activities.

**6.5.6** The Construction Progress Schedule shall show all submittal dates, review and approval durations for coordination drawings, Shop Drawings, other action submittals, and mock-up Work.

**6.5.7** The Contractor shall submit the initial and all updates of the Construction Progress Schedule in graphic and tabular form to the A/E. With each monthly schedule update, the Contractor shall include a list of all changes to the previously approved baseline schedule or monthly updated schedule.

**6.5.7.1** After receiving the Construction Progress Schedule, the A/E shall review and submit a copy of the Construction Progress Schedule to the Contracting Authority and Owner for review and acceptance, or reject and return it to the Contractor with recommendations for revisions.

**6.5.7.2** If the Project is administered using the State's web-based project management software, the Contractor shall create, approve, and submit the initial and all updates of the Construction Progress Schedule to the A/E, Contracting Authority, and Owner through the "Schedule Approvals" business process.

**6.5.8** The Construction Progress Schedule shall be managed using early start dates and early finish dates. The Contractor must exhaust existing float before claiming additional time for a Change Order, or show that it is not possible to use float to cover the time requirements of the Change Order.

**6.5.9** The Contractor's failure to timely submit and properly maintain an approved Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

**6.5.10** For each progress meeting, the Contractor shall provide a 2- to 6-week look-ahead schedule, as appropriate for the Project.

**6.5.11** On a weekly basis, the Contractor shall prepare and submit to the A/E a written report describing:

**6.5.11.1** activities begun or finished during the preceding week;

**6.5.11.2** activities in progress and expected completion;

**6.5.11.3** activities to be started or finished in the upcoming 2 weeks, including but not limited to, the Contractor's workforce size and total resource hours associated with those activities; and

**6.5.11.4** other information requested by the A/E.

**6.5.12** The A/E shall attach the above information to the minutes of the weekly progress meetings.

**6.5.13** The Contractor shall provide monthly Progress Status Reports to the Contracting Authority, A/E, and Owner, which shall include recommendations for adjusting the Construction Progress Schedule to meet Milestone dates and the Substantial Completion date.

**6.5.13.1** If it is apparent to the A/E that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Substantial Completion date, the A/E shall direct the Contractor to submit within 3 days a recovery plan to avoid or minimize delay to the Project.

**6.5.13.2** A recovery plan shall include, but is not limited to, adjustments to one or more of the following:

- .1** workforce
- .2** hours per shift
- .3** shifts per workday
- .4** workdays per week
- .5** equipment
- .6** activity logic

**6.5.13.3** If the A/E approves the recovery plan, the Contractor shall prepare a revised Construction Progress Schedule approved in accordance with **Section 6.5.7**. If the A/E does not approve the recovery plan, the Contractor shall submit within 3 days an alternate recovery plan to the A/E in writing for review and approval in accordance with **Section 6.5.7**.

**6.5.14** The Contractor shall update the Construction Progress Schedule on a monthly basis, or other interval approved by the Contracting Authority, in accordance with **Section 6.5.7**.

**6.5.14.1** The updated Construction Progress Schedule approved by the Contractor shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Progress Schedule.

**6.5.14.2** The Contractor shall submit a tabular copy showing all changes to the previously approved schedule including, but not limited to, logic, float, and actual start date of activities. The original or initially approved Construction Progress Schedule and all subsequent Construction Progress Schedules submitted by the Contractor, and accepted by the A/E, shall serve as an affirmation that the Contractor agrees to and can meet the applicable requirements of the updated Construction Progress Schedule.

**6.5.15** The Contractor's failure to timely submit an approved, updated Construction Progress Schedule may result in withholding payment in accordance with **Section 9.8**.

## **6.6 Progress Meetings**

**6.6.1** The A/E shall schedule a weekly progress meeting for the Contractor and other Persons involved in the Project. The purpose of the progress meeting is to review progress on the Project during the previous week, discuss anticipated progress during the following weeks, review critical operations, and discuss critical problems.

**6.6.2** The Contractor shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents or Construction Progress Schedule.

**6.6.2.1** The A/E shall notify the Contractor and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the A/E notifies the Contractor and other Persons involved in the Project of a different day and hour at least 2 days in advance.

**6.6.2.2** The Contractor shall have any of its Subcontractors attend the progress meeting as determined advisable by the Contractor, or as requested by the A/E.

**6.6.3** The A/E shall prepare a written report of each progress meeting and distribute the report to the Contracting Authority, Owner, and Contractor. The A/E shall not delegate the duty to prepare a written report of any progress meeting.

**6.6.3.1** If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the A/E, Contracting Authority, and any other affected Person in writing explaining the objection within 5 days.

**6.6.3.2** The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

**6.6.3.3** If the Project is administered using the State's web-based project management software, the Contractor shall receive written reports of progress meetings from the A/E through the "Meeting Minutes" business process, and issues identified during progress meetings that require resolution by one or more Project participants shall be documented through the "Action Items" business process.

## 6.7 Project Coordination

**6.7.1** The Contractor shall prepare drawings ("Coordination Drawings") after the Contractor and appropriate Subcontractors ("Coordination Participants") **(1)** determine the sequence of the Project, **(2)** identify the areas requiring special attention ("Coordination Areas"), and **(3)** determine the need for a coordination drawing for any Coordination Area. The Contractor shall prepare the Coordination Drawings with Computer-Aided Design ("CAD") or Building Information Modeling ("BIM") software acceptable to the Contracting Authority. The Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

**6.7.1.1** After the Contractor completes the Coordination Drawings, the Contractor shall forward a copy of the Coordination Drawings to the A/E, Contracting Authority, and Owner.

**6.7.1.2** The A/E shall review the Coordination Drawings to determine whether the Coordination Participants achieved the goals listed in **Section 6.7.1**. The A/E shall report any concerns, in writing, to the Coordination Participants within 14 days after receiving the drawings.

**6.7.1.3** If the Project is administered using the State's web-based project management software, the Contractor shall submit the Coordination Drawings to the A/E, and CxA if applicable, through the "Submittals" business process.

## 6.8 Additional Tests and Inspections

**6.8.1** If the A/E or the Contracting Authority determines that any portion of the Work requires special inspection, testing, or approval not otherwise required under the Contract Documents, the A/E shall order such inspection, testing, or approval.

**6.8.1.1** If the special inspection, testing, or approval reveals Defective Work, the Contractor shall pay all associated costs and will not be entitled to any related adjustment of the Contract Times. Those costs may include, but are not limited to:

- .1** the cost of the special inspection, testing, or approval;
- .2** the cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .3** the cost of correcting the Defective Work; and
- .4** all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

**6.8.1.2** The Contracting Authority may deduct the costs described under **Section 6.8.1.1** from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

**6.8.1.3** If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the special inspection, testing, or approval.

**6.8.2** If the Contractor is aware of a need for inspection, testing, or approval, or of a need to have any inspection, testing, or approval completed by a particular time to avoid delay, then the Contractor shall timely communicate such information to the A/E and Contracting Authority.

**6.8.3** Except as described under **Section 6.8.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

**6.8.4** The Contractor shall coordinate with and give the A/E, Contracting Authority, and Owner reasonable notice of the anticipated dates of all inspections, testing, or approvals.

**6.8.5** Within 5 days after completion of an inspection, testing, or approval, the A/E shall provide an original report/certificate of the inspection, testing, or approval to the Contractor and Contracting Authority with a recommendation for or against acceptance of the results therein.

## **6.9 Review of Contract Documents and Field Conditions**

**6.9.1** Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, 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.

**6.9.2** If the Contractor finds any perceived ambiguity, conflict, error, omission, or discrepancy on or between any of the Contract Documents, or between any of the Contract Documents and any Applicable Law, the Contractor, before proceeding with the Work, shall promptly submit a Request for Interpretation (“RFI”) to the A/E for an interpretation or clarification.

**6.9.2.1** Before submitting any RFI to the A/E, the Contractor shall carefully review the Contract Documents to ensure that the Contract Documents do not answer the RFI.

**6.9.2.2** The A/E shall respond to an RFI within 3 days of receiving the RFI.

**6.9.2.3** Any interpretation or clarification of the Contract Documents made by any Person other than the A/E, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon it.

**6.9.2.4** If the Project is administered using the State’s web-based project management software, the Contractor shall submit RFIs to the A/E through the “Requests for Interpretation” business process.

**6.9.3** If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued by the A/E in response to a RFI, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days of receiving the A/E’s RFI response.

**6.9.4** If the Contractor does not notify the A/E per **Section 6.9.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Times.

## **6.10 Protection of the Project**

**6.10.1** The Contractor shall protect the Work from weather and maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Substantial Completion of the Work.

**6.10.1.1** The Contractor shall at all times cover or protect the Work.

**6.10.1.2** The Contractor, at its expense, shall remove, and replace with new, any Work damaged as a result of the Contractor’s failure to provide coverage or protection.

**6.10.1.3** The Contractor, at its expense, shall repair or replace any adjacent property, including, but not limited to, roads, walks, shrubbery, plants, trees, or turf, damaged during performance of the Work.

**6.10.1.4** After the date of Substantial Completion of the Work, the Owner is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

**6.10.2** The Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take reasonable precautions to prevent injury or damage to individuals or property.

**6.10.3** The Contractor shall not load, or permit any part of the Project to be loaded, in any manner that endangers the Project, or any portion thereof. The Contractor shall not subject any part of the Project or existing or adjacent property to stress or pressure that endangers the Project or property.

**6.10.4** The Contractor shall provide all temporary bracing, shoring, and other structural support required for safety of the Project and proper execution of the Work.

**6.10.5** Vibration, Noise, and Dust Control.

**6.10.5.1** The Contractor shall provide controls/barriers for vibrations, noise, and dust control in occupied buildings as required by the construction operations.

**6.10.5.2** The Contractor will not be permitted to exhaust or release unfiltered air, dust, construction debris, or other undesirable products into the exterior atmosphere or into occupied areas of the building outside the Site. The Project Manager may limit or stop the Work if the Contractor does not maintain proper air-quality standards.

**6.10.5.3** 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, shall be performed at no additional cost. Permission to work other than standard hours shall be received from the Contracting Authority prior to the occurrence. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

**6.10.5.4** The Contractor is responsible for vibration control and control of transmission of noise arising from the Work. Principal considerations that shall be given to noise and vibration control are:

- .1 Noise control in compliance with Occupational Safety and Health Administration (“OSHA”) requirements for the health and safety of building occupants; control shall be for all areas of the facility, including equipment rooms, boiler rooms, and fan rooms.
- .2 Vibration control to limit sound produced by construction equipment, and for protection of the equipment existing in a building and the building structure.
- .3 Vibration control to provide for maximum usefulness of the facility by keeping levels of vibration within ranges conducive to study and work or other uses for which the facility is designed.

**6.11 Materials and Equipment**

**6.11.1** The Contractor shall provide new materials and equipment of the quality specified in the Contract Documents.

**6.11.2** The Contractor shall bring to or store at the Site only the materials and equipment required in the Work. If possible, materials and equipment should be installed in their final positions when brought to the Site.

**6.11.2.1** The Contractor shall properly store and protect all materials and equipment it provides to the Project.

**6.11.2.2** The Contractor shall timely remove from the Site any materials or equipment no longer required for the Work.

**6.11.3** The Contractor shall not allow materials or equipment to damage the Project or adjacent property, nor to endanger any individual at or near the Site.

**6.11.4** If the Contractor provides an Acceptable Component, the Contractor shall be solely responsible for the costs of coordination and modification required.

**6.11.5** If the Contractor provides approved Substitutions that require changes to the Contract Documents, the Contractor shall be solely responsible for the additional costs incurred as a result, including, but not limited to, changes to the design by the A/E.

**6.11.6** The A/E shall consider Requests for Substitutions after the bid opening only when the Contractor can conclusively demonstrate to the A/E the following conditions:

**6.11.6.1** the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions, through no fault of the Contractor or a Subcontractor, are not available; or

**6.11.6.2** the specified Basis of Design Components, Acceptable Components, or previously-approved Substitutions will not perform as designed or intended.

**6.11.7** The Contractor’s incorporation of unapproved Substitutions in the Work shall constitute Defective Work.

## 6.12 Labor

**6.12.1** The Contractor shall maintain a sufficient workforce and enforce good discipline and order among its employees and the employees of its Subcontractors. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.

**6.12.2** The Contractor shall dismiss from the Project any individual employed by the Contractor, or a Subcontractor, who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

**6.12.3** The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, Work stoppage, or other labor disturbance. Informational pickets shall not justify any Work stoppage.

## 6.13 Safety Precautions

**6.13.1** The Contractor shall take reasonable precautions to ensure the safety of individuals on the Project.

**6.13.1.1** The Contractor is responsible for designing and implementing its own safety program, including compliance with OSHA regulations. The Contractor's safety plans, such as fall protection, hazards, communications, competent person, etc., shall meet or exceed the Owner's safety plan (if any).

**6.13.2** The Contractor shall pay any fine or cost incurred because of the Contractor's violation, or alleged violation, of Applicable Law.

**6.13.3** Before starting any Work, the Contractor shall submit to the Contracting Authority a copy of the Contractor's site-specific safety plan and safety manuals.

**6.13.4** The Contractor shall not introduce Hazardous Materials to the Project or burn any fires on the Site.

**6.13.4.1** The Contractor shall notify the Project Manager 24 hours before the start of non-routine or non-recurring hot-work. Use of sources of fire, flame or sparks and flammable materials shall be kept to an absolute minimum. At the beginning of the Project, the Contractor shall inform the Project Manager of its intent to use blowtorches, welding apparatus or similar exposed flame and sparking devices. Similar notice shall be given in regard to the use of flammable liquids, adhesives, and cleaners.

**6.13.4.2** The Contractor shall furnish an appropriate number of fire extinguishers (minimum of 1), which shall be within the immediate areas where work is being done at all times. The extinguisher shall be adequate and suitable for the class of fire likely to be caused by the Contractor's operations.

**6.13.5** Work Stoppage Due to Hazardous Materials.

**6.13.5.1** If the Contractor encounters material the Contractor reasonably believes to be, or contain, a Hazardous Material that has not been rendered harmless, the Contractor shall immediately stop Work in the affected area and verbally report the condition to the Contracting Authority and A/E, and within 1 business day deliver written notice of the condition to the Contracting Authority and A/E.

**6.13.5.2** The Contracting Authority will promptly determine the necessity of the Owner retaining a qualified environmental consultant to evaluate the suspected Hazardous Material and to issue a related written report. Where appropriate, the Owner will engage a licensed abatement contractor to remove the material or render it harmless as directed.

**6.13.5.3** The Contractor shall resume Work in the affected area upon written notice from the A/E that **(1)** the suspect material was evaluated and found not to be or contain a Hazardous Material, or **(2)** the suspect material has been removed or rendered harmless.

**6.13.5.4** If the Contractor knowingly or negligently proceeds with the Work in an area where a Hazardous Material exists and has not been rendered harmless, the Contractor shall be solely responsible for all related claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performing the Work in the affected area.

**6.13.5.5** The term "rendered harmless" means that the level of exposure is less than any applicable exposure standards set forth in Applicable Law.

**6.13.6** Safety Data Sheets.

**6.13.6.1** The Contractor shall identify any material it uses at the Site with a Safety Data Sheet ("SDS") meeting the requirements of OSHA's Hazard Communication Standard (formerly known as a Material Safety Data Sheet).

**6.13.6.2** The Contractor shall maintain a notebook containing all of its applicable SDSs. This notebook shall be kept at the Site for the duration of the Project.

## **6.14 Construction Facilities, Utilities, and Equipment**

### **6.14.1 Facilities.**

**6.14.1.1** The Contractor shall provide and maintain in a clean condition suitable temporary facilities, equipment, services, and enclosed storage for its use at the Site.

**6.14.1.2** The Contractor shall provide and maintain in a clean condition:

- .1** suitable facilities, equipment, and services for use by the A/E and Contracting Authority;
- .2** adequate space, equipment, and furnishings to conduct progress meetings, and store approved documents and permits; and
- .3** adequate sanitary facilities for use by all Persons at the Site.

### **6.14.2 Environmental Controls.**

**6.14.2.1** The Contractor shall protect its Work and materials from weather and damage from heat, cold, and humidity.

**6.14.2.2** Until the permanent HVAC system is complete and available for use:

- .1** the Contractor shall make arrangements and pay for installation and maintenance of temporary heating and ventilating systems; and
- .2** the Contractor shall pay the costs incurred in operating the temporary heating and ventilating systems.

**6.14.2.3** When the permanent HVAC system is complete and available for use:

- .1** The Contractor shall start up and maintain operation of the permanent HVAC system, including filters, and promptly remove temporary heating and ventilating systems.
- .2** If the Project consists entirely of new construction, the Contractor shall pay the costs of energy consumed in operating the permanent HVAC system until Substantial Completion.
- .3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

**6.14.2.4** From the date of Substantial Completion, the Owner shall pay the cost of operating the permanent HVAC system for the occupied portion of the Project.

**6.14.2.5** If the permanent HVAC system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

### **6.14.3 Water and Drainage.**

**6.14.3.1** The Contractor shall provide water necessary for the Work until the permanent plumbing system is available for use.

**6.14.3.2** The Contractor shall provide temporary drainage and dewatering necessary for the Work and shall employ pumps, trenches, drains, sumps, and other necessary elements required to provide satisfactory working conditions for the protection, execution, and completion of the Project.

**6.14.3.3** The Contractor shall make arrangements and pay for installation and maintenance of temporary plumbing systems until the permanent plumbing system is available for use.

**6.14.3.4** When the permanent plumbing system is complete and available for use:

- .1** The Contractor shall start up and maintain operation of the permanent plumbing systems, and make arrangements and pay for removal of temporary plumbing systems.
- .2** If the Project consists entirely of new construction, the Contractor shall pay the costs of water consumed and sewerage charges until Substantial Completion.
- .3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the costs of water consumed and sewerage charges.

**6.14.3.5** From the date of Substantial Completion, the Owner shall pay the costs of water consumed and sewerage charges for the occupied portion of the Project.

**6.14.3.6** If the permanent plumbing system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

**6.14.4** Electric Service.

**6.14.4.1** The Contractor shall provide temporary light and power; pay the charges for temporary electric service installation, and removal if required.

**6.14.4.2** If the Project consists entirely of new construction, the Contractor shall pay the cost of energy consumed until Substantial Completion.

**6.14.4.3** If the Project is a renovation of an existing building or structure, addition(s) to an existing building or structure, or any combination of new construction and renovation work that does not allow separate metering of utilities, the Owner shall pay the cost of energy consumed.

**6.14.4.4** From the date of Substantial Completion, the Owner shall pay the cost of energy consumed for the occupied portions of the Project.

**6.14.4.5** If the permanent electrical system is used during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

**6.14.5** Hoisting Facilities.

**6.14.5.1** The Contractor shall erect and maintain any hoisting equipment required for its Work.

**6.14.5.2** If the electric service requirements of hoisting facilities differ from that available at the Site, the Contractor shall provide and pay for all necessary connections.

**6.14.5.3** If a permanent elevator is identified in the Contract Documents to be used for hoisting materials or personnel during construction, the Contractor shall furnish an extended warranty and service contract in effect until the expiration of the Correction Period.

**6.15** Progress Cleaning

**6.15.1** The Contractor shall remove all waste materials, rubbish, and mud attributable to the Work to an appropriate disposal location at, or near, the Site.

**6.15.2** The Contractor shall perform weekly broom cleaning of hard flooring surfaces in the area of the Work.

**6.15.3** The Contractor shall remove, once each working day or as appropriate for the Project, all waste materials and rubbish from the disposal location at, or near, the Site.

**6.15.4** The Contractor shall remove, as appropriate for the Project or as the A/E or Owner directs, any waste materials or rubbish from areas adjacent to the Project.

**6.15.4.1** The Contractor shall dispose of waste materials, rubbish, and construction debris in a lawful manner in approved recycling facilities or landfills.

**6.15.5** If the Contractor fails to clean up during the progress of the Work, the Contracting Authority may clean up on behalf of the Contractor and at the Contractor's expense. If the Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, the Contracting Authority may also direct the local jurisdiction responsible for the area to have the area cleaned to its satisfaction at the Contractor's expense.

**6.15.5.1** The Contracting Authority may deduct the cleaning costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

**6.15.6** The Contractor shall remove excavated material and spoil to a suitable off-site location approved by the Contracting Authority.

**6.15.6.1** If the Owner designates a location on its property for disposal or storage of clean topsoil and/or subsoil in the Contract Documents, the Contractor shall remove such materials to the designated location.

**6.16** Use of Premises

**6.16.1** The Contractor shall use corridors, stairs, and elevators as designated by the Contracting Authority. The Contractor shall exercise extreme care to not exceed the carrying capacity of elevators or damage the cab interior in any way.

**6.16.2** Loitering or wandering through interior of buildings or exterior grounds outside the limits of the Work will not be permitted.

**6.16.3** The Contractor shall confine its apparatus, materials, and the operations of its workers to the limits indicated by law, ordinances, permits and the directions of the A/E or Project Manager.

**6.16.4** No signs or advertising of any kind will be permitted on or about the Site, except those appearing on trucks and trailers.

**6.16.5** Site Logistics Plan.

**6.16.5.1** The Contractor shall prepare a plan of the Site indicating how the Contractor intends to use the Site. The plan should illustrate, as an example, areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations.

**6.16.6** Smoking and Tobacco Products.

**6.16.6.1** All State buildings are smoke free. Smoking will not be permitted in any indoor area. The ban on tobacco products will be observed in all indoor and outdoor areas and parking areas on all State-owned and leased property. The Contractor shall enforce these restrictions on any individual employed by the Contractor, or a Subcontractor.

**6.17** **Interruption of Existing Services**

**6.17.1** Whenever it becomes necessary to interrupt existing services in use by the Owner or its tenants, including but not limited to sewer, water, gas, and steam lines, electric, telephone, and cable service, the Contractor shall continue the associated Work on a non-stop 24-hour per day basis until that Work is completed and the service restored, or at an alternate time required by the Contracting Authority.

**6.17.2** Before beginning that Work, the Contractor shall apply in writing to, and receive approval in writing from, the Owner, through the A/E, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner and its tenants.

**6.18** **Explosives and Blasting**

**6.18.1** The Contractor shall not conduct blasting on, or bring explosives to, the Site without the prior written approval of the Contracting Authority, Owner, and other authorities with jurisdiction.

**6.18.2** The Contractor shall perform all blasting, storing, and handling of explosives as required under Applicable Law.

**6.18.2.1** The Contractor shall carry appropriate liability insurance coverage, as required by the Contract Documents, for its blasting and explosives storage and handling operations. Immediately upon request, the Contractor shall deliver evidence of that insurance to the Contracting Authority.

**6.19** **Building Commissioning**

**6.19.1** If the Project scope includes building commissioning, the Contractor shall participate in the Commissioning Process, as prescribed in the Contract Documents.

**6.19.2** The Contractor shall permit the A/E, or a third-party Commissioning Agent (“CxA”) if applicable, access to commission performance based equipment, fixtures, and/or systems (e.g., HVAC, fire protection, smoke evacuation, fume hoods, emergency power, etc.), prior to Substantial Completion.

**6.19.3** The A/E, or CxA if applicable, shall promptly notify, in writing, the Contractor of any deficiency identified during the Commissioning Process.

**6.19.4** To facilitate the Commissioning Process, the Contractor shall submit 4 sets of Operation and Maintenance Manuals for dynamic and engineered systems to the A/E, and CxA if applicable, for approval. This submission shall occur within 30 days following approval of all related Contractor submittals required by the Contract Documents.

**6.20** **Action Submittals**

**6.20.1** Submittal Description. Shop Drawings, Product Data, Samples, and other submittals for the A/E’s review and action shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Contract Documents, unless waived by the A/E, and include, but are not limited to:

**6.20.1.1** construction of the various parts, method of joinery, type of materials, grade, quality and thickness of materials, alloy of materials, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, and type and grade of finish;

**6.20.1.2** capacities, types of materials and performance charts that are pertinent to the materials, and performance charts that are pertinent to the equipment item; and

**6.20.1.3** wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

**6.20.2** Form of Submittals. The Contractor shall provide a transmittal letter, review and stamp its approval, and transmit the submittals to the A/E in accordance with the submittal schedule established by the A/E and Contractor.

**6.20.2.1** The Contractor shall submit a minimum of 1 reproducible and 3 copies of Shop Drawings, and a minimum of 4 copies of any other submittal, except when using the State's web-based project management software under **Section 6.20.2.4**.

**6.20.2.2** The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to communicate to the A/E the materials and equipment that the Contractor proposes to provide.

**6.20.2.3** Each Sample shall be identified clearly as to materials, supplier, pertinent data as catalog numbers, the intended use, and other uses as the A/E may require enabling the A/E to review the submittal.

**6.20.2.4** If the Project is administered using the State's web-based project management software, the Contractor shall submit electronic files of its submittals for review, using the "Submittals" business process.

**6.20.3** Variation from Contract Documents. If the submittals show variations from the requirements of the Contract Documents, the Contractor shall specifically and clearly identify the variations in its letter of transmittal.

**6.20.3.1** Variations that may affect the construction quality, cost or timeline shall be submitted by the A/E to the Contracting Authority for review, and if approved, shall be incorporated into the Work by Change Order.

**6.20.3.2** The Contractor shall not be relieved of responsibility for deviations from the Contract Documents by the A/E's approval of submittals.

**6.20.3.3** Submittals are not Contract Documents. In the event of conflicts between submittals and the Contract Documents, the Contract Documents take precedence and govern the Work.

**6.20.4** Contractor's Submittal Review. The Contractor shall review and stamp "approved" all submittals before forwarding them to the A/E. If it is apparent to the A/E that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the A/E may reject the submittals.

**6.20.4.1** The Contractor shall field verify conditions as necessary and make corrections of dimensions, locations of various items, encroachments of work of Separate Contractors, or variations from the requirements of the Contract Documents.

**6.20.4.2** If required by the Contract Documents or Applicable Law, the Contractor shall have Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a registered architect, professional engineer, or other professional.

**6.20.4.3** By approving and submitting submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related to the associated Work, or shall do so, and has checked and coordinated the information contained within the submittals with the requirements of the Work and of the Contract Documents.

**6.20.5** A/E's Submittal Review. The A/E shall review submittals for conformity with design intent within 14 days of receiving them or in accordance with the approved submittal schedule, or other period as mutually agreed by the A/E and Contractor. The A/E's review of submittals is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.

**6.20.5.1** The Contractor shall make corrections required by the A/E and resubmit the required number of corrected copies of submittals until approved, which resubmission shall be acted upon by the A/E within 14 days of receiving them, or other period mutually agreed by the A/E and Contractor.

**6.20.5.2** When resubmitting corrected submittals, the Contractor shall direct the A/E's attention to revisions made by noting revisions on the resubmittal.

**6.20.5.3** The Contractor shall pay all reasonable costs of the A/E, Owner, and Contracting Authority for attendant delay, interference, hindrance or disruption of the Project due to excessive resubmittals without fault of the A/E, the Owner, or Contracting Authority. Resubmittals in excess of 2 without fault of the A/E, Owner, or Contracting Authority may be determined excessive by the Contracting Authority.

**6.20.5.4** The A/E may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. The A/E shall issue a written notice to the Contractor stating that the submittal is being held, within 7 days of receiving it.

**6.20.5.5** If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.20.5.4**, review of the previously received submittals may be delayed.

**6.20.5.6** The A/E's review shall not extend to means, methods, manners, techniques, sequences, or procedures of construction, or to safety precautions or incident programs.

**6.20.5.7** The review and approval of a separate item shall not indicate approval of the assembly in which the item functions.

**6.20.6** Risk of Nonpayment. The Contractor shall not commence any portion of the Work requiring Shop Drawings, Product Data, Samples, or other submittals until the submittal has been approved by the A/E. If the Contractor starts Work before the A/E's final approval of the submittal, the Contractor does so at its own risk that payment may not be approved by the Contracting Authority or made by the Owner for the related Work.

**6.20.7** Equipment Statement. Shop Drawings on equipment shall include the following written statement from the manufacturer of the equipment:

**6.20.7.1** "This equipment submitted for approval shall perform as specified when installed in the arrangement shown on this drawing and in the Contract Documents and in conjunction with all other accessories as flues, breechings, piping, controls, and equipment not furnished by this manufacturer, but required as an accessory or supplement to this equipment, providing that the accessory or supplementary items perform as specified and are installed as shown in the Contract Documents."

.1 The Contractor will be deemed to have included the above statement as required even if the associated Shop Drawing does not actually contain the statement.

**6.20.7.2** This equipment statement shall not be required for Samples, Product Data, and other standard submittals that are not created specifically for this Project.

## 6.21 Warranty

**6.21.1** The Contractor warrants to the Contracting Authority and Owner that all materials and equipment furnished under the Contract shall be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work shall conform to the requirements of the Contract Documents. Work not conforming to those requirements, including Substitutions not properly approved and authorized, may be considered Defective Work. If required by the A/E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**6.21.1.1** If the Contractor or a Subcontractor recommends a particular product, material, system, or item of equipment for incorporation into the Project and the Owner accepts that recommendation, the above warranty includes a warranty from the Contractor to the Owner that the recommended product, material, system, or item of equipment is fit and appropriate for the associated purpose.

## 6.22 Uncovering the Work

**6.22.1** If the Contractor covers Work contrary to the requirements of the Contract Documents or contrary to the written request of the Contracting Authority or A/E, the Contractor shall, if the Contracting Authority or A/E requests in writing, uncover that Work for observation, correct it if not in conformity with the Contract Documents, and recover it at the Contractor's expense without adjustment of the Contract Times.

**6.22.2** If the Contractor covers Work in accordance with the Contract Documents and not contrary to a request from the A/E or Contracting Authority for an opportunity to observe the Work prior to covering, the Contractor shall, if the A/E requests in writing, uncover that Work.

**6.22.2.1** If the uncovered Work is Defective Work, the Contractor shall pay the costs of uncovering, correcting, and recovering the Work and shall not be entitled to an adjustment of the Contract Times.

**6.22.2.2** If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor may request a Change Order by giving written notice under **Section 7.3.2** within 7 days after the Contracting Authority or A/E observes the uncovered Work.

## 6.23 Correction of the Work

### 6.23.1 Before Substantial Completion.

**6.23.1.1** If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority or A/E may issue a written notice to the Contractor and Contractor's Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall begin to correct the Defective Work and recover the schedule deficiencies within no more than three days after the Contracting Authority issues the written notice ("72-Hour Notice").

**6.23.1.2** If the Contractor fails to promptly commence and diligently pursue correction of Defective Work or recovery of schedule deficiencies required under **Section 6.23.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor's Surety.

### 6.23.2 After Substantial Completion.

**6.23.2.1** In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing. The A/E, Contracting Authority, or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

**6.23.2.2 During the Correction Period.** If the Contracting Authority or Owner issues a notice under **Section 6.23.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 7 days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

**6.23.2.3** The Correction Period:

- .1 commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy;
- .2 relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;
- .3 does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- .4 has no relationship to the time within which the State or Owner may seek to enforce the Contract;
- .5 does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and
- .6 shall not be extended by corrective Work performed by the Contractor under this **Section 6.23.2**.

**6.23.2.4 After the Correction Period.** If the Owner issues notice under **Section 6.23.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

### 6.23.3 Emergency Correction of Defective Work.

**6.23.3.1** Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority or Owner's opinion the Defective Work presents a threat of imminent harm or danger to people, property, or the environment, the Contracting Authority or Owner may order the Contractor to immediately correct Defective Work or the Owner may correct the Defective Work itself without any prior notice to the Contractor or Contractor's Surety.

### 6.23.4 Responsibility for Costs of Correction.

**6.23.4.1** The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.23**. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

## 6.24 Acceptance of Defective Work

**6.24.1** The Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum must be equitably reduced as described under **Article 7**.

**6.24.1.1** The Owner may only accept Defective Work through a deduct Change Order that makes explicit reference to this **Section 6.24**.

**6.24.2** None of the following will constitute **(1)** acceptance of Defective Work, **(2)** a release of the Contractor's obligation to perform the Work in accordance with the Contract, or **(3)** a waiver of any rights set forth in the Contract or otherwise provided by Applicable Law:

**6.24.2.1** observations or inspections by the Owner, Contracting Authority, or A/E;

**6.24.2.2** the making of any payment;

**6.24.2.3** Substantial Completion or the issuance of a Certificate of Substantial Completion;

**6.24.2.4** Partial Occupancy and the Owner's use or occupancy of the Work or any part of it;

**6.24.2.5** Contract Completion or the issuance of a partial or final Certificate of Contract Completion;

**6.24.2.6** any review or approval of a submittal;

**6.24.2.7** any inspection, test, or approval by other Persons; or

**6.24.2.8** any correction of Defective Work by the Owner.

## 6.25 Project Document Maintenance and Submittal

### 6.25.1 During Construction.

**6.25.1.1** The Contractor shall maintain in good order at a secure location on the Site:

- .1** a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and
- .2** a set of Drawings and Specifications, approved in accordance with **Section 5.2.1.1**, and the records required by **Section 6.2.17**.

**6.25.1.2** Before submitting each Contractor Payment Request, the Contractor shall record all changes on the Contract Documents, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to record all changes may cause payment to be withheld or delayed by the Contracting Authority.

**6.25.1.3** The Contractor shall keep a record of changes made to the Specifications, noting particularly any approved variation from manufacturer's installation instructions and recommendations.

**6.25.1.4** If the Contractor uses Shop Drawings to indicate as-built conditions, the Contractor shall cross-reference the Shop Drawing sheet numbers to the corresponding sheet numbers on the Contract Documents. The Contractor shall note related numbers where applicable.

**6.25.1.5** The Contractor shall at all times permit access to the documents described in this **Section 6.25.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and A/E.

### 6.25.2 Before Contract Completion.

**6.25.2.1** The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E.

**6.25.2.2** The Contractor's As-Built Documents submission shall include, but is not limited to:

- .1** Certificate of Occupancy;
- .2** inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3** Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4** Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;

- .5 neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6 detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7 assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
- .8 an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
- .9 final certified payroll reports; and
- .10 an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115.

**6.25.2.3** By submitting the As-Built Documents to the A/E, the Contractor certifies that its As-Built Documents are complete, correct, and accurate.

**6.25.2.4** If the Project is administered using the State's web-based project management software, the Contractor shall document submission of its As-Built Documents to the A/E, using the "Transmittals" business process.

### **6.25.3** Record Documents.

**6.25.3.1** The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents.

**6.25.3.2** The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

## **6.26 Final Cleaning**

**6.26.1** Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

**6.26.2** If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

**6.26.3** Final cleaning shall be done to the reasonable satisfaction of the A/E and Contracting Authority.

## **6.27 Substantial Completion**

### **6.27.1** Contractor's Punch List.

**6.27.1.1** When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- .1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.
- .2 The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- .3 The Contractor shall submit the signed Contractor's Punch List to the A/E, together with a request for the Substantial Completion inspection of the Work.

**6.27.1.2** If the Project is administered using the State's web-based project management software, the Contractor shall submit the Contractor's Punch List, using the "Punch List" business process.

### **6.27.2** Substantial Completion Inspection.

**6.27.2.1** Within 3 business days after receipt of the request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- .1 Within 7 days after its acceptance of the Contractor's request, the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The A/E shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the inspection.

- .2 If the A/E determines that the Work is Substantially Complete, within 3 business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work (“A/E’s Punch List”). The A/E’s Punch List shall include (1) the items on the Contractor’s Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and (2) comments from the Contracting Authority and Owner.
- .3 The A/E shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance and consent of the Contractor’s Surety, and subject to the Owner’s right to withhold payment, the Owner shall release retainage as described under **Section 9.7.2**.
- .4 The A/E’s failure to include an item on the A/E’s Punch List shall not alter the Contractor’s responsibility to complete the Work in accordance with the Contract Documents.
- .5 If the A/E accepts the request and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

### **6.27.3 Completion of Punch List Items.**

**6.27.3.1** Within 30 days after the date of Substantial Completion and before the date of Final Contract Completion, the Contractor shall complete all items on the A/E’s Punch List. After completing all items on the A/E’s Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the A/E.

- .1 If Work on the A/E’s Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority and A/E, the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority and A/E’s approval, a time when the Contractor shall complete those items.
- .2 Within 3 business days after receipt of the request for the Final Inspection of the Work, the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.
- .3 If multiple inspections of items on the A/E’s Punch List are required due to the Contractor’s failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E, Owner, and Contracting Authority resulting from any attendant delay. The Contracting Authority may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

**6.27.3.2** If the Project is administered using the State’s web-based project management software, the Contractor shall receive the A/E’s Punch List and submit its written request for Final Inspection of the Work, using the “Punch List” business process.

### **6.28 Partial Occupancy**

**6.28.1** The Owner may occupy or use a portion of the Project prior to Contract Completion if:

**6.28.1.1** the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy;

**6.28.1.2** the A/E with the Owner’s assistance has provided written notice of the Partial Occupancy to the insurers providing property insurance for the Project; and

**6.28.1.3** the Contracting Authority has received notice of the Partial Occupancy from the A/E and has consented to it.

**6.28.2** Before the Owner commences Partial Occupancy, the Owner, Contracting Authority, A/E, and Contractor shall proceed as described under **Section 6.27** for the area designated for Partial Occupancy.

**6.28.3** The Contractor shall be relieved of the obligation to maintain the area accepted for Partial Occupancy, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work.

## 6.29 Demonstration and Training, Operating Appurtenances

**6.29.1** The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

**6.29.2** The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize and submit operating appurtenances and loose items related to operation and maintenance of the completed Project to the Owner, including, but not limited to:

**6.29.2.1** keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;

**6.29.2.2** operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

**6.29.2.3** extra materials (e.g., attic stock).

**6.29.3** If the Project is administered using the State's web-based project management software, the Contractor shall document submission of its operating appurtenances to the Owner, using the "Transmittals" business process.

## 6.30 Contract Completion

### 6.30.1 Partial Contract Completion.

**6.30.1.1** When items of Work cannot be completed until a subsequent date, the A/E shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.

**6.30.1.2** The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion and consent of the Contractor's Surety, the Contracting Authority may release payment to the Contractor, as determined in the sole discretion of the Contracting Authority.

### 6.30.2 Final Contract Completion.

**6.30.2.1** When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.25** through **6.29** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

**6.30.2.2** The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

## ARTICLE 7 - MODIFICATIONS

### 7.1 General

#### 7.1.1 Changes in the Work.

**7.1.1.1** The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Change Directive, or order for a minor change in the Work.

- .1** The Contractor shall proportionately increase the amount of the Bond whenever the Contract Sum is increased.
- .2** If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

**7.1.1.2** The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10** and **7.5**.

**7.1.1.3** Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

**7.1.1.4** The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Change Directive, or order for a minor change in the Work

**7.1.2 Paperwork Consolidation.**

**7.1.2.1** Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

**7.1.2.2** Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

**7.1.2.3** Modifications resulting from errors or omissions shall not be combined with other modifications for which the A/E will receive a fee.

**7.1.3 Modification Numbering.**

**7.1.3.1** The A/E shall assign a number to each Modification, which shall uniquely identify it.

**7.1.3.2** The A/E shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

**7.1.3.3** The number for each Change Order shall be coordinated with any associated Proposal Request or Change Directive.

**7.1.4 Modification Log.**

**7.1.4.1** The A/E shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1 number of the Modification;
- .2 a brief description of the Modification;
- .3 cost of the Modification;
- .4 schedule impact of the Modification; and
- .5 dates sent to, and received from, the parties.

**7.1.5 Reconciliation of Unit Price Items.**

**7.1.5.1** The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Work to be performed and materials to be furnished by Change Order.

**7.1.5.2** The A/E shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Work performed and materials furnished.

**7.1.5.3** If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or Contractor, the A/E shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

- .1 If a Unit Price is adjusted as described under **Section 7.1.5.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

**7.1.5.4** If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the A/E, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

**7.2 Change Order Procedure**

**7.2.1** A Change Order is a written instrument prepared by the A/E and executed by the Contracting Authority and Contractor, stating their agreement upon all of the following:

**7.2.1.1** a change in the Work;

**7.2.1.2** the amount of the adjustment of the Contract Sum, if any; and

**7.2.1.3** the extent of the adjustment of the Contract Times, if any.

**7.2.2** Except with the Contracting Authority's written consent as explicitly provided under **Section 7.4.8**, 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. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in

the Work including without limitation on account of the “cumulative impact” of the associated change in the Work in combination with one or more other changes in the Work.

**7.2.3** The A/E shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

**7.2.4** If the Contractor is in agreement with the Change Order under **Section 7.2.1**, the Contractor shall sign and return the Change Order to the A/E within 3 days after receiving it.

**7.2.4.1** If the Project is administered using the State’s web-based project management software, the Contractor shall indicate its agreement with the Change Order using the “Change Order” (Agency/Higher Education) or “Contract Modifications” (School Facilities) business process.

**7.2.5** When the A/E receives the Change Order signed by the Contractor, the A/E will recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

**7.2.6** When the Owner receives the Change Order, the Owner may sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner will reject and return it to the A/E.

**7.2.7** When the Contracting Authority receives the Change Order, the Contracting Authority may sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority will reject and return it to the A/E.

**7.2.8** When the Change Order is signed by the Contractor, A/E, Owner, and Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

### 7.3 Initiation of Change Orders

#### 7.3.1 Proposal Request.

**7.3.1.1** The A/E shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor’s Proposal for the adjustment of the Contract Sum or the Contract Times, or both, associated with a contemplated Modification.

- .1** In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.7**.
- .2** In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.8**.
- .3** The Contractor’s cost of preparing and providing Proposals is included in the Contract Sum.

**7.3.1.2** The Contractor shall respond with a Proposal to the A/E and Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor’s response may be extended by written agreement of the Contractor and A/E.

**7.3.1.3** The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority. The time limits described under this **Section 7.3.1.3** apply only to Proposals submitted in response to a Proposal Request.

**7.3.1.4** A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

**7.3.1.5** If the Contractor does not timely submit a Proposal within the time required in **Section 7.3.1.2**, the Contractor waives its right to an adjustment to the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

**7.3.1.6** If the Project is administered using the State’s web-based project management software, the Contractor shall respond to a Proposal Request issued by the A/E with its Proposal using the “Change Order” (Agency/Higher Education) or “Contract Modifications” (School Facilities) business process.

#### 7.3.2 Request for Change Order.

**7.3.2.1** The Contractor may initiate a change in the Work by submitting written notice to the A/E accompanied by a Proposal meeting the requirements of **Section 7.3.1**.

**7.3.2.2** If the Project is administered using the State’s web-based project management software, the Contractor shall initiate its Request for Change Order using the “Change Order” (Agency/Higher Education) or “Contract Modifications” (School Facilities) business process with the “Request for Change Order” workflow.

## 7.4 Change Directives

**7.4.1** A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority directing a change in the Work and may, if necessary:

**7.4.1.1** state a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or

**7.4.1.2** limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

**7.4.2** If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.4.1**, authorizing the Contractor to proceed.

**7.4.3** A Change Directive shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.

**7.4.3.1** For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as the situation described under **Section 7.5.3**.

**7.4.4** Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

**7.4.5** The Contractor may sign the Change Directive to accept the proposed basis for adjustment, if any, of the Contract Sum or Contract Times, or both. Thereafter, the A/E shall prepare and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

**7.4.6** Within 14 days after receiving the Change Directive, the Contractor shall respond with a Proposal meeting the requirements of **Section 7.3.1** to the A/E and Contracting Authority for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under **Section 7.4.1.2**. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within 7 days after completing the Work.

**7.4.6.1** The Proposal for the adjustment of the Contract Sum, if any, shall include: **(1)** written documentation as described under **Section 7.7**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum associated with the change.

**7.4.6.2** The Proposal for the change in the Contract Times, if any, shall include: **(1)** written documentation as described under **Section 7.8**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Times associated with the change.

**7.4.7** If the Contractor does not respond to a Change Directive as required under **Section 7.4.5** or **Section 7.4.6**, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

**7.4.8** Pending final determination of the total adjustment of the Contract Times on account of a Change Directive, the period of time not in dispute for that change in the Work may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.

**7.4.9** If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order within 7 days after receiving the Contractor's Proposal. The A/E, Contracting Authority, Owner, and Contractor shall promptly sign the Change Order as described under **Section 7.2**.

**7.4.10** If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive within 60 days after the Change Directive is issued, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within 10 days of the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

**7.4.11** If the Project is administered using the State's web-based project management software, the Contractor shall respond to a Change Directive issued by the A/E with its Proposal using the "Change Order" (Agency/Higher Education) or "Contract Modifications" (School Facilities) business process.

## 7.5 Minor Changes in the Work

**7.5.1** The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.

**7.5.2** The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

**7.5.3** If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within 3 business days after receiving the order, shall give the Contracting Authority and A/E written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Directive or Change Order related to it.

**7.5.4** The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

**7.5.4.1** starting the Work that is the subject of the order for a minor change in the Work; or

**7.5.4.2** failing to give the notice described under **Section 7.5.3** within 3 business days after receiving the order for a minor change in the Work.

**7.5.5** If the Project is administered using the State's web-based project management software, the order for a minor change in the Work shall be documented through the "Action Items" business process.

## 7.6 Differing Site Conditions

**7.6.1** If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the A/E and Contracting Authority.

**7.6.1.1** The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 7.6.1** shall constitute an irrevocable waiver of any associated Claim.

**7.6.1.2** The written notice of a Differing Site Condition under this **Section 7.6.1** shall be required before the notice of Claim under **Article 8**.

**7.6.2** Promptly after receiving notice from the Contractor under **Section 7.6.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within 10 days after completing the investigation.

**7.6.2.1** If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority agrees with the A/E's determination, the A/E shall process an appropriate Change Order.

**7.6.2.2** If the A/E determines that the Contractor has encountered a Differing Site Condition but the Contracting Authority disagrees with the A/E's determination, the A/E shall process an appropriate Change Directive through which the Contracting Authority may convey its disagreement with the A/E's determination.

**7.6.2.3** If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim under **Article 8** within 10 days of the date that the A/E issues its determination.

## 7.7 Change Order Cost or Credit Determination

### 7.7.1 General.

**7.7.1.1** The maximum cost or credit resulting from a change in the Work shall be determined as described below.

**.1** Proposals shall include the information required by **Section 7.7.1.4**.

**.2** A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.

**.3** The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

**7.7.1.2** The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

**7.7.1.3** The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

**7.7.1.4** For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which

the Contractor shall document the related changes in the Contract Sum as described under **Section 7.7.2**. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form**.

**7.7.1.5 Section 7.7.2** establishes the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption, or impact of the Work (“Pricing Criteria”). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor’s entitlement to additional compensation or damages through the Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.7.2**.

#### **7.7.2 Pricing Criteria.**

**7.7.2.1 Contractor Personnel Costs:** The Contractor’s on-Site management (including supervision and administrative personnel) not subject to prevailing wage under to ORC Chapter 4115. These costs will be calculated on an hourly basis according to the rates acceptable to the Contracting Authority.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

**7.7.2.2 Labor:** Field labor directly involved in the Work based upon the actual rate of pay to the worker. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the relevant classification of labor as established in the applicable prevailing wage determination for the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.7.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.7.2.1** for the Contractor and under **Section 7.7.2.10** for Subcontractors.

**7.7.2.3 Fringes:** Fringe benefit credit for labor provided under **Section 7.7.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio Department of Commerce’s policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

**7.7.2.4 Allowable Payroll Expenses:** Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers’ Compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

**7.7.2.5 Equipment Rentals:** All charges for certain non-owned heavy or specialized equipment at up to 100 percent of the documented rental cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance and weather delays shall not be allowed. Contractor shall submit copies of actual paid invoices to substantiate rental costs.

**7.7.2.6 Owned Equipment:** All charges for certain heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work at up to 100 percent of the cost listed by the current edition of the Associated Equipment Distributors’ *AED Green Book* heavy equipment rental rates. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

**7.7.2.7 Trucking:** A reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.

**7.7.2.8 Materials:** The actual cost (including all discounts, rebates or related credits) of all materials incorporated into the changed Work. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

- .1 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.

**7.7.2.9 Contractor's General Conditions Costs:** The Contractor's General Conditions Costs to the extent attributable to an associated change in the Contract Time for achievement of Substantial Completion resulting from the change in the Work.

- .1 In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to **(1)** the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by the Contracting Authority, **(2)** divided by the total number of days of the original Contract Time for achievement of Substantial Completion.
- .2 The Contractor shall **(1)** exclude the Bond premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and **(2)** include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.
- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall **(1)** exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and **(2)** include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

**7.7.2.10 Subcontractor Overhead and Profit:** Adjustment of the Contract Sum on account of a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs described under **Sections 7.7.2.2** through **7.7.2.8** that are associated with that changed Work.

- .1 The allowance applies to each Subcontractor tier.
- .2 The allowance covers: the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.7.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off-site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.7.2.2**, **7.7.2.3**, and **7.7.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.7.2.10.2**, for those portions of the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.7.2.2**, **7.7.2.3**, and **7.7.2.4** of these Pricing Criteria.

**7.7.2.11 Contractor's Fee:** Adjustment of the Contract Sum on account of a change in the Work shall include an allowance for the Contractor's Fee equal to 10 percent of the sum of the costs described under **Sections 7.7.2.1** through **7.7.2.10** that are associated with that changed Work.

**7.7.2.12 Miscellaneous:** Adjustment of the Contract Sum on account of a change in Work may include the following costs with no allowance for Contractor's Fee under **Section 7.7.2.11** or Subcontractor overhead and profit under **Section 7.7.2.10**.

- .1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.7.2.2**, **7.7.2.3**, and **7.7.2.4**.
- .2 State sales tax shall be allowed on items as defined by **Section 12.7**.

**7.7.3** Costs that shall not be reimbursed for Change Order Work include the following:

**7.7.3.1** Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

**7.7.3.2** Employee profit sharing.

## 7.8 Time Extension

**7.8.1** Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.8**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, or disruption of the Work. This **Section 7.8** also governs

time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

**7.8.2** The Contractor shall substantiate all changes in the Contract Times with:

**7.8.2.1** a written description of the nature of the interference, disruption, hindrance or delay;

**7.8.2.2** identification of Persons and events responsible for the interference, disruption, hindrance or delay;

**7.8.2.3** date, or anticipated date, of commencement of the interference, disruption, hindrance or delay;

**7.8.2.4** identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

**7.8.2.5** anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;

**7.8.2.6** specific number of days of extension requested and specific number of days for remobilization requested;

**7.8.2.7** recommended action to avoid or minimize any future interference, disruption, hindrance or delay; and

**7.8.2.8** a detailed written proposal as described under **Section 7.7** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

**7.8.3 Critical Path.** Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

**7.8.3.1** A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

## **7.9 Examination and Audit of Contractor's Records**

**7.9.1** The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

**7.9.2** The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of 6 years after the date of Substantial Completion of all Work.

**7.9.2.1** The Contractor shall maintain, and require its Subcontractors to maintain, complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

**7.9.3** To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat these documents, to the extent permitted by law, as trade secrets of the Contractor or Subcontractor, as applicable.

**7.9.3.1** If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor or Subcontractor as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys' fees, incurred or paid by reason of that dispute.

**7.9.4** The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

**7.9.5** If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of 6 years from the date of any applicable final settlement or payment, as applicable.

**7.9.6** Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

## ARTICLE 8 - DISPUTE RESOLUTION

### 8.1 Initiation of a Claim

**8.1.1** Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

**8.1.2** Except as provided under **Section 1.10**, the Contractor shall initiate every Claim by giving written notice of the Claim to the A/E and Contracting Authority within 10 days after occurrence of the event giving rise to the Claim, with the following exceptions:

**8.1.2.1** The 10-day time limit on initiating a Claim arising from a determination of the Contracting Authority concerning a Change Directive begins to run on the date that the Contracting Authority issues its determination under **Section 7.4.7** or **7.4.10**, as applicable.

**8.1.2.2** The 10-day time limit on initiating a Claim arising from the response of the A/E to a RFI begins to run on the date that the A/E issues the A/E's response to the RFI.

**8.1.2.3** The 10-day time limit on initiating a Claim arising from the A/E's determination concerning a Differing Site Condition begins to run on the date that the A/E issues the A/E's determination under **Section 7.6**.

**8.1.3** The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

**8.1.3.1** nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.7** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

**8.1.3.2** identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

**8.1.3.3** identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

**8.1.3.4** anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period; and

**8.1.3.5** recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

**8.1.4** The Contractor's failure to initiate a Claim as and when required under this **Section 8.1** shall constitute the Contractor's irrevocable waiver of the Claim.

**8.1.5** The A/E, in consultation with the Contracting Authority, shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed 10 days.

### 8.2 Substantiation of Claims

**8.2.1** Within 30 days after the initiation of a Claim, the Contractor shall submit 4 copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the 4 copies by delivery of 1 copy to the A/E, 1 copy to the Owner, and 2 copies to the Contracting Authority.

**8.2.2** The Contractor shall substantiate all of its Claims by providing the following minimum information:

**8.2.2.1** 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;

**8.2.2.2** detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;

**8.2.2.3** copies of the Contractor's daily log (**Section 6.2.17**) for each day of impact;

**8.2.2.4** copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

**8.2.2.5** 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; and

**8.2.2.6** the notarized certification described under **Section 8.5.1.1**.

**8.2.3** The Contractor's failure to comply with the requirements of this **Section 8.2** shall constitute an irrevocable waiver of any related Claim.

### 8.3 Substantiation of Claims for Increase of the Contract Sum

**8.3.1** The Contractor shall substantiate each Claim for an increase of the Contract Sum with:

**8.3.1.1** written documentation as described under **Section 7.7** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

**8.3.1.2** a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

**8.3.1.3** the general substantiation documentation described under **Section 8.2**.

**8.3.2** The Contractor's failure to comply with the requirements of this **Section 8.3** shall constitute an irrevocable waiver of any related Claim.

### 8.4 Substantiation of Claims for Extension of the Contract Times

**8.4.1** The Contractor shall substantiate each Claim for an extension of the Contract Times with:

**8.4.1.1** written documentation as described under **Section 7.8** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

**8.4.1.2** a detailed written Proposal as described under **Section 7.7** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

**8.4.1.3** a written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

**8.4.1.4** the general substantiating documentation described under **Section 8.2**.

**8.4.2** In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 5 years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.

**8.4.3** The Contractor's failure to comply with the requirements of this **Section 8.4** shall constitute an irrevocable waiver of any related Claim.

### 8.5 Certification of the Claim

**8.5.1** The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** or before Contract Completion, whichever is earlier, by providing the notarized certification specified in **Section 8.5.1.1**, signed and dated by the Contractor:

**8.5.1.1** "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 State is liable; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

**8.5.2** The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Sections 8.2.1** and **8.5.1**, shall trigger the 120-day period for exhaustion of administrative remedies pursuant to ORC Section 153.16(B).

**8.5.3** The Contractor's failure to comply with the requirements of this **Section 8.5** shall constitute an irrevocable waiver of any related Claim.

### 8.6 Delay and Delay Damage Limitations; Derivative Claims

**8.6.1** Subject to other provisions of the Contract, the Contractor will be entitled to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

**8.6.2** 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 Times, or both:

**8.6.2.1** 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;

**8.6.2.2** to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

**8.6.2.3** on account of the delay of any Work not on the critical path.

**8.6.3** 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 **(1)** the delay is caused by the Owner and **(2)** the delay was not authorized or permitted under the Contract.

**8.6.4** 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 arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

**8.6.5** Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is legally responsible, the Owner's liability to the Contractor shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

## 8.7 Liquidated Damages

**8.7.1** If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time.

Contract Sum	Liquidated Damages per day
Less than \$1,000,000	\$500
From \$1,000,000.01 to \$2,000,000	\$1,000
From \$2,000,000.01 to \$5,000,000	\$2,000
From \$5,000,000.01 to \$10,000,000	\$5,000
From \$10,000,000.01 to \$20,000,000	\$7,500
From \$20,000,000.01 to \$50,000,000	\$10,000
More than \$50,000,000	\$15,000

**8.7.2** If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

**8.7.3** The Liquidated Damages described in this **Section 8.7** are only intended to compensate the Owner for the direct damages it incurs as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times.

**8.7.4** The Liquidated Damages described in this **Section 8.7** are not intended to compensate the Owner for any damages the Owner incurs on account of **(1)** any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors or **(2)** any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

**8.7.5** The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties, and they each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.

**8.7.6** In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct the Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

## **8.8 Mutual Waiver of Consequential Damages**

**8.8.1** Except as provided under **Section 8.8.2**, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

**8.8.1.1** The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

**8.8.1.2** The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.7**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

**8.8.2** Notwithstanding **Section 8.8.1**, this **Section 8.8**:

**8.8.2.1** does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include **Section 8.8.1**;

**8.8.2.2** does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that **Section 8.8.1** would otherwise preclude;

**8.8.2.3** does not preclude the Owner's recovery of Liquidated Damages under **Section 8.7**; and

**8.8.2.4** does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

**8.8.3** This **Section 8.8** shall survive termination of the Contract.

## **8.9 Review of the Claim**

**8.9.1** The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

**8.9.1.1** a narrative of the A/E's examination of the facts giving rise to the Claim;

**8.9.1.2** identification of relevant Contract Documents and language;

**8.9.1.3** an analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, without limitation, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

**8.9.1.4** an analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

**8.9.1.5** an analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

**8.9.1.6** a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

**8.9.1.7** an appendix containing copies of contemporaneous documentation supporting the concluding opinion.

**8.9.2** The A/E shall submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim.

## **8.10 Claim Decision**

**8.10.1** The Project Manager shall examine the Contractor's Claim and A/E's analysis.

**8.10.2** The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis.

**8.10.2.1** The Project Manager may employ independent resources to assist in its review, or refer evaluation of the Claim to a consultant.

**8.10.3** If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

**8.10.4** Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

### **8.11 Claim Decision Review**

**8.11.1** The Contractor may request review of the Project Manager's decision by written notice delivered by certified mail within 14 days of the Project Manager's decision.

**8.11.1.1** If the Project is administered by the Commission, jointly administered by the Commission and a public school district, or locally administered by authority granted to an agency of the state of Ohio by the Commission, the written notice shall be delivered to the Executive Director of the Commission.

**8.11.1.2** If the Project is locally administered by an Institution of Higher Education under ORC Section 3345.50 or ORC Section 3345.51, the written notice shall be delivered to the Institutional Designee who will review the Project Manager's decision instead of the Commission.

**8.11.2** The Commission or Institutional Designee, if applicable, shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review.

**8.11.2.1** The Commission or Institutional Designee may employ independent resources to assist in the meeting and review.

**8.11.3** The Commission or Institutional Designee, if applicable, shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

**8.11.4** The decision of the Commission or Institutional Designee is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

**8.11.5** If the Contractor and Owner agree with the Commission's or the Institutional Designee's decision, the decision shall be incorporated into a Change Order.

**8.11.6** Any Claim remaining unresolved after completion of the process described under this **Section 8.11** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.13**.

### **8.12 Delegation**

**8.12.1** No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

### **8.13 Alternative Dispute Resolution**

**8.13.1** The intent of the ADR process is to resolve disputes quickly and equitably in a manner agreed upon by all parties to the dispute.

**8.13.2** The ADR procedure shall be accepted by all of the Project's key stakeholders.

**8.13.3** The accepted ADR methods shall not include binding arbitration; alter any of the requirements for Claim initiation, certification, and substantiation; or alter the administrative process described under this **Article 8**.

**8.13.4** The following forms of non-binding ADR may be considered:

**8.13.4.1 Negotiation:** If negotiation is warranted, the parties to the dispute may agree to a progressive level of negotiators, invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.

**8.13.4.2 Dispute Review Board:** If a dispute review board is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall jointly select 3 neutral third parties to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them. The costs of the dispute review board shall be shared equally among the parties to the dispute.

**8.13.4.3 Mediation:** If mediation is the accepted ADR procedure, or the process to follow when negotiations are unsuccessful, the parties to the dispute shall accept a neutral third party to mediate the dispute. The costs of mediation shall be shared equally among the parties to the dispute.

**8.13.4.4** Another ADR procedure accepted by all of the Project's key stakeholders.

**8.14 Audit of the Claim**

**8.14.1** All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

**8.14.2** The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

**8.14.3** The audit may begin upon 10-days' notice to the affected Contractor or affected Subcontractor.

**8.14.4** The Contractor shall cooperate with the request.

**8.14.5** Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim shall constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

**8.14.6** The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

**8.14.6.1** daily time sheets and superintendent's daily reports;

**8.14.6.2** union agreements, if any, and employer agreements;

**8.14.6.3** insurance, welfare, fringes, and benefits records;

**8.14.6.4** payroll register;

**8.14.6.5** earnings records;

**8.14.6.6** payroll tax returns;

**8.14.6.7** material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;

**8.14.6.8** material cost distribution worksheets;

**8.14.6.9** equipment records (list of Contractor equipment, rates, etc.);

**8.14.6.10** vendor rental agreements and Subcontractor invoices;

**8.14.6.11** Subcontractor payment certificates;

**8.14.6.12** canceled checks (payroll and vendors);

**8.14.6.13** job cost report;

**8.14.6.14** job payroll ledger;

**8.14.6.15** general ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;

**8.14.6.16** cash disbursements journal;

**8.14.6.17** financial statements for all years reflecting operations on the Project;

**8.14.6.18** income tax returns for all years reflecting operations on the Project;

**8.14.6.19** depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;

**8.14.6.20** if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;

**8.14.6.21** all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;

**8.14.6.22** all documents related to the preparation of the Contractor's Bid, including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;

**8.14.6.23** all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;

**8.14.6.24** worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and

**8.14.6.25** all other documents required by the Contracting Authority to reasonably review the Claim.

### 8.15 False Certification of the Claim

**8.15.1** If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by law.

### 8.16 Performance and Payment

**8.16.1** The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and Contracting Authority in writing.

**8.16.2** The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

## ARTICLE 9 - COMPENSATION AND PAYMENT

### 9.1 Allowances

**9.1.1** The Contract Sum includes the Allowances (if any) identified in the Contract.

**9.1.2** All Allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

**9.1.3** The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are not in the stated Allowance amounts but are otherwise included in the Contract Sum.

**9.1.4** Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances.

### 9.2 Unit Prices

**9.2.1** Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Sum will include for all Unit Price Work **(1)** an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus **(2)** the Contractor's Fee on that Unit Price Work.

**9.2.2** The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. The Contracting Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor.

**9.2.3** The Contractor's Fee on account of Unit Price Work is not in the stated Unit Price amounts but are otherwise included in the Contract Sum.

**9.2.4** Before final payment, an appropriate Change Order will be issued as described under **Section 7.1.5** to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Unit Price Work actually performed.

### 9.3 Schedule of Values

**9.3.1** Within 10 days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place.

**9.3.1.1** The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee (Overhead and profit), for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

**9.3.2** The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

**9.3.2.1** The first items shall be a breakdown of General Conditions Costs.

**9.3.2.2** The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee, except when Work is performed or materials are supplied by an EDGE-certified Business, pursuant to **Section 9.3.1.1**. Contractor's Fee shall be included in the totals for labor and materials.

**9.3.2.3** If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

**9.3.2.4** Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

**9.3.2.5** When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

**9.3.2.6** The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

**9.3.2.7** Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

**9.3.2.8** Line items shall be included for each Allowance, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

**9.3.3** The A/E may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the A/E determines that it conforms to this **Section 9.3**.

**9.3.4** No payment shall be made until the A/E has approved the Contractor's Schedule of Values.

**9.3.5** If the Project is administered using the State's web-based project management software, the Contractor shall submit its Schedule of Values, using the "Contract Schedule of Values" business process.

#### **9.4 Contractor Payment Request**

**9.4.1** The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

**9.4.1.1** The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the A/E may request in connection with each payment to the Contractor.

**9.4.1.2** The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

**9.4.1.3** The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request, see **Document 00 73 43 - Prevailing Wage Requirements**.

**9.4.1.4** The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.

**9.4.1.5** The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

**9.4.1.6** If the Project is not administered using the State's web-based project management software, the Contractor shall submit 1 draft copy of its Contractor Payment Request ("Pencil Copy") to the A/E not less than 1 week prior to submitting multiple copies of its Contractor Payment Request. The A/E shall review the Pencil Copy and provide comments to the Contractor within 3 days of receiving it. The Contractor shall incorporate the A/E's comments into its Contractor Payment Request prior to submitting multiple copies for payment.

**9.4.1.7** The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

**9.4.1.8** The Contractor shall submit an electronic copy of the Contractor Payment Request to the A/E with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Contracting Authority.

**9.4.2** Payments, except for lump sum items, in Unit Price Contracts shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

**9.4.3** Subject to **Section 9.8**, the Owner shall pay an approved Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the Contractor Payment Request.

**9.4.3.1** Payments due and not paid to the Contractor, through no fault of the Contractor, within the 30 day period shall, from the date payment is due, bear simple interest at the applicable statutory rate.

**9.4.4** Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.4** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

**9.4.5** The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.9**.

**9.4.6** If the Project is administered using the State's web-based project management software, the Contractor shall submit its Contractor Payment Request, using the "Contractor Pay Request" (Agency/Higher Education) or "Applications for Payment" (School Facilities) business process.

## 9.5 Labor Payments

**9.5.1** Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete.

**9.5.2** After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

## 9.6 Material Payments

**9.6.1** The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

**9.6.2** The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value in a Unit Price or lump sum Contract, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Contractor provides the following information with the Contractor Payment Request:

**9.6.2.1** a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and

**9.6.2.2** a certification of materials stored off-site, prepared by the Contractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Contractor shall directly reimburse the A/E for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

**9.6.2.3** The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

**9.6.3** When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

**9.6.3.1** The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

## 9.7 Retainage

**9.7.1** If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, in accordance with **Section 9.5.1**, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Contracting Authority, and applicable bank.

**9.7.2** When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Contracting Authority, including but not limited to compliance with **Section 6.25.2**.

**9.7.3** Upon consent by the Contractor's Surety, the Contracting Authority may reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's

Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

- 9.7.3.1 completion of the Work;
- 9.7.3.2 all interference, disruption, hindrance and delay claims;
- 9.7.3.3 all Liquidated Damages; and
- 9.7.3.4 all additional expenses incurred by the State.

## 9.8 Payments Withheld

9.8.1 The A/E may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

9.8.2 The Contracting Authority may decline to approve any Contractor Payment Request or part thereof, or nullify any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of:

- 9.8.2.1 Defective Work not remedied;
- 9.8.2.2 damage caused by the Contractor;
- 9.8.2.3 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 9.8.2.4 reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;
- 9.8.2.5 failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115;
- 9.8.2.6 failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**;
- 9.8.2.7 failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**;
- 9.8.2.8 failure to timely approve a Construction Progress Schedule in accordance with **Section 6.5**;
- 9.8.2.9 failure to carry out the Work in accordance with the Contract Documents; or
- 9.8.2.10 that which is permitted under other provisions of the Contract Documents.

9.8.3 If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

## 9.9 Final Contractor Payment Request

9.9.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and to final payment, shall complete all requirements of the Contract Documents.

9.9.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days from the date the A/E recommends acceptance of the final Contractor Payment Request.

9.9.2.1 Payments due and not paid to the Contractor within the 30 day period shall bear interest from the date payment is due under the Contract Documents at the applicable statutory rate.

9.9.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

9.9.4 If the Project is administered using the State's web-based project management software, the Contractor shall submit its final Contractor Payment Request, using the "Contractor Pay Request" (Agency/Higher Education) or "Applications for Payment" (School Facilities) business process.

## **ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION**

### **10.1 Payment and Performance Bonds**

**10.1.1** Before signing the Agreement, the Contractor shall provide the Bond required under Applicable Law and below:

**10.1.1.1** If the Contractor provided **Document 00 43 13 - Bid Security Form** as its Bid Guaranty then that form shall be the Bond.

**10.1.1.2** If the Contractor provided another form of Bid Guaranty, then **Document 00 61 13 - Performance and Payment Bond Form** shall be the Bond.

**10.1.1.3** Each Surety under the Bond shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

**10.1.1.4** If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

**10.1.1.5** The penal sum of the Bond, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

**10.1.2** The Contractor shall submit with the executed Bond **(1)** a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and **(2)** a current and signed Certificate of Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

**10.1.3** If the Contract Sum increases at any time such that it exceeds the penal sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one-hundred percent of the increased Contract Sum.

**10.1.4** Any time the Contractor increases the penal sum of the Bond under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority written consent of the affected Surety or Sureties confirming the increased penal sum. The Contracting Authority's receipt of that written consent is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase.

**10.1.5** If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

### **10.2 Contractor's General Insurance Requirements**

**10.2.1** Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

**10.2.1.1** Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

**10.2.1.2** If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and **(2)** if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

**10.2.1.3** On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

**10.2.2** Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

**10.2.3** With the exception of government-controlled workers compensation coverage:

**10.2.3.1** the Contractor shall place the insurance with companies that **(1)** are satisfactory to the Contracting Authority, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;

**10.2.3.2** the policies shall be endorsed to require the Contractor's insurance carrier to **(1)** provide 30-days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and **(2)** provide at least 10-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and

**10.2.3.3** within 30 days of the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

**10.2.4** The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

**10.2.5** The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

**10.2.6** The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

**10.2.7** Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Contracting Authority 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.

**10.2.8** The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

### 10.3 Contractor's Minimum Coverage Requirements

**10.3.1** Workers Compensation. The Contractor shall maintain workers compensation coverage meeting the requirements of Applicable Law.

**10.3.2** Employers Liability Coverage. The Contractor shall maintain employers liability coverage with **(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.

**10.3.3** Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides **(1)** an each-occurrence limit of not less than \$1,000,000, **(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.

**10.3.3.1** The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

**10.3.3.2** The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

**10.3.3.3** The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

**10.3.3.4** The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

**10.3.3.5** The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

**10.3.3.6** The Contractor shall maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination the Contract or Substantial Completion of all Work.

**10.3.4** Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

**10.3.4.1** The coverage shall extend to any auto.

**10.3.4.2** The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the BA policy.

**10.3.5** Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

**10.3.5.1** The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 brick/block masonry;

- .2 exterior caulking/sealant;
- .3 cast-in-place or precast concrete;
- .4 curtain wall;
- .5 dampproofing/waterproofing;
- .6 electrical;
- .7 elevator;
- .8 exterior glass and/or glazing;
- .9 exterior marble, granite, and/or other stonework;
- .10 miscellaneous metals;
- .11 plaster/stucco;
- .12 plumbing;
- .13 HVAC;
- .14 roofing and/or sheet metal;
- .15 scaffolding;
- .16 spray-on fireproofing;
- .17 sprinkler and/or fire protection; or
- .18 structural steel and/or metal deck.

**10.3.5.2** The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to performed by the Subcontractor) includes any of the following:

- .1 caissons and/or piles;
- .2 demolition;
- .3 excavation and/or utility work;
- .4 sheeting, shoring, and/or underpinning;
- .5 window washing equipment; or
- .6 wrecking.

**10.3.6 Contractor’s 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 (“CPL”) 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.

**10.3.6.1** The CPL policy shall have an effective date, which is on or before the date that the Contractor first started to perform any Project-related services.

**10.3.6.2** Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the CPL policy’s limits.

**10.3.6.3** The Contractor shall maintain the CPL insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

**10.3.7 Professional Liability—Contractor.** The Contractor shall maintain professional liability insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work) without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

**10.3.7.1** The professional liability policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

**10.3.7.2** Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the professional liability policy’s limits.

**10.3.7.3** The Contractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

**10.3.7.4** If the Contractor is not authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this **Section 10.3.7** by providing a contractor’s professional liability insurance policy.

**10.3.8 Professional Liability—Subcontractors.** If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build work) the Subcontractor shall maintain professional liability insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

**10.3.8.1** The professional liability policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

**10.3.8.2** Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor’s professional liability policy’s limits.

**10.3.8.3** The Subcontractor shall maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination of the Contract or Substantial Completion of all Work.

**10.3.8.4** If the Subcontractor is not authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section 10.3.8** by providing a contractor’s professional liability insurance policy.

**10.3.9 Aviation Liability.** If the Contractor or a Subcontractor uses aircraft, including helicopters, in performance of the Work, the Contractor shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Contracting Authority and Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the Contractor or a Subcontractor.

**10.3.10 Watercraft Liability.** If the Contractor or a Subcontractor uses watercraft in performance of the Work, the Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Contracting Authority and Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the Contractor or Subcontractor.

**10.3.11 Equipment Coverage.** The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

**10.3.12 Ocean Marine Insurance.** If the shipment of equipment or materials for the Work will not be covered by the builder’s risk insurance required under **Section 10.4**, the Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to the full replacement cost of equipment/materials shipped to final destination point. The insurance shall include the following minimum requirements:

- 10.3.12.1** all-risk basis including war risk and all forms of terrorism;
- 10.3.12.2** coverage for general average and salvage charges;
- 10.3.12.3** “on deck” coverage;
- 10.3.12.4** warehouse-to-warehouse coverage;
- 10.3.12.5** coverage to include losses from strikes, riots, and civil commotions (“SR&CC coverage”);
- 10.3.12.6** coverage to include losses from free of capture and seizure warranty (“FC&S Warranty coverage”);
- 10.3.12.7** “Inchmaree” clause;
- 10.3.12.8** sue and labor;
- 10.3.12.9** “both-to-blame” coverage;
- 10.3.12.10** free of particular average;
- 10.3.12.11** inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and

**10.3.12.12** damage by saltwater and rainwater perils and cargo sweat.

**10.3.13 Additional Property Insurance.** For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

## **10.4 Builder's Risk Insurance**

**10.4.1** The Contractor shall provide and maintain, during the progress of the Work and until Contract Completion, a builder's risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

**10.4.1.1** The amount of coverage shall be not less than the total completed value of the Project, including the value of permanent fixtures and decorations, with a deductible of not more than \$25,000 per occurrence. Any deductible over the amount specified shall be authorized in writing by the Owner and Contracting Authority.

**10.4.1.2** 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. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

**10.4.1.3** Coverage shall include "soft cost endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

**10.4.1.4** Coverage shall include material in transit or stored off-site and identified for the Project.

**10.4.1.5** Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

**10.4.1.6** Coverage shall include appropriate sub-limits for installation coverage.

**10.4.1.7** Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing.

**10.4.1.8** Coverage shall include temporary structures and scaffolding, along with collapse coverage.

**10.4.1.9** Coverage shall be primary to all other applicable insurance.

**10.4.1.10** The builder's risk policy shall specifically permit and allow for Partial Occupancy by the Owner prior to Contract Completion and coverage shall remain in effect until all punch list items are completed.

**10.4.1.11** The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in the Contractor's Schedule of Values.

**10.4.2** If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a builder's risk, builder's risk-renovations, or installation floater insurance policy. The policy shall comply with the provisions of **Section 10.4.1**.

## **10.5 Waivers of Subrogation**

**10.5.1** To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, 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.

**10.5.2** The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

## **10.6 Indemnification for Injury or Damage**

**10.6.1** To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution

costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

- 10.6.1.1** bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;
- 10.6.1.2** infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or
- 10.6.1.3** a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

**10.6.2** The Contractor's indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**. But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

**10.6.3** The Contractor's obligations under **Section 10.6** shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the A/E, except to the extent covered by the Contractor's insurance.

**10.6.4** In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**10.6.5** The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

**10.6.6** The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

**10.6.7** The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

**10.6.8** The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

## ARTICLE 11 - SUSPENSION AND TERMINATION

### 11.1 Suspension of the Work

**11.1.1** The Contracting Authority, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

**11.1.1.1** If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with **Article 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).

**11.1.1.2** Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

- .1 performance was, or could have been, suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of the Contract.

**11.1.1.3** If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

**11.1.2** The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

**11.1.2.1** The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

**11.1.2.2** If the Contracting Authority is adjudged to have improperly suspended the Work under this **Section 11.1.2**, the suspension shall be deemed to have been a suspension under **Section 11.1.1**.

**11.1.3** Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within 5 days of receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

**11.1.4** The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

## **11.2 Termination for Convenience**

**11.2.1** The Contracting Authority may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause, at any time upon 10 days' written notice to the Contractor.

**11.2.2** Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

**11.2.2.1** cease operation as specified in the notice;

**11.2.2.2** place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;

**11.2.2.3** terminate all subcontracts and orders to the extent they relate to the Work terminated;

**11.2.2.4** proceed with Work not terminated; and

**11.2.2.5** take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

**11.2.3** Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

**11.2.3.1** All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

**11.2.3.2** The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to **(1)** Contractor's Fee on Work not performed or **(2)** compensation in excess of the total Contract Sum.

**11.2.4** If the Contracting Authority terminates the Work under this **Section 11.2**, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

**11.2.5** Notwithstanding **Section 11.2.3**, if the Contracting Authority terminates the Work under this **Section 11.2**, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in **Section 11.3**.

## **11.3 Termination for Cause**

**11.3.1** The Contracting Authority may terminate all or a portion of the Contract if the Contractor commits a material breach of the Contract including but not limited to:

**11.3.1.1** failure to prosecute the Work with the necessary force or in a timely manner;

**11.3.1.2** refusal to remedy Defective Work;

**11.3.1.3** failure to supply enough properly skilled workers or proper materials;

**11.3.1.4** failure to properly make payment to Subcontractors or Consultants;

**11.3.1.5** performance of any services outside of the United States;

**11.3.1.6** permitting its Subcontractors or Consultants to perform any services outside of the United States; or

**11.3.1.7** disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

**11.3.2** If the Contracting Authority intends to exercise its termination rights under this **Section 11.3**, the Contracting Authority shall issue not less than 5 days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("5-Day Notice").

**11.3.2.1** Notwithstanding any provision of the Contract to the contrary **(1)** the issuance of a 72-Hour Notice under **Section 6.23.1** is not a condition precedent to the Contracting Authority's exercise of its rights under **Section 11.3** and **(2)** the Contracting Authority's decision to not issue a 72-Hour Notice under **Section 6.23.1** will not prejudice the Contracting Authority's rights under **Section 11.3**.

**11.3.3** If the Contractor fails to satisfy the requirements set forth in the 5-Day Notice within 15 days of receipt of the 5-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

**11.3.4** If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date of Contract termination, the Contracting Authority may complete the Work by means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the State has paid.

**11.3.5** If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

**11.3.6** 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 Contracting Authority to complete the Work.

**11.3.7** If the Contracting Authority terminates the Contract under this **Section 11.3**, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

**11.3.8** If the Contracting Authority is adjudged to have improperly terminated the Contract under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

## **11.4 Contractor Insolvency**

### **11.4.1 Bankruptcy of Contractor.**

**11.4.1.1** 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. The failure to file and prosecute that motion within the time limits provided by this **Section 11.4** shall constitute a material breach of the Contract as time is of the essence with respect to Contractor's performance of all terms of this Contract. 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 Contracting Authority 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.

**11.4.2 Receivership or Assignment for the Benefit of Creditors.**

**11.4.2.1** If the Contractor makes a general assignment for the benefit of creditors or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Contracting Authority shall serve written notice on the Contractor and Contractor's Surety stating that any failure of the Contractor to provide adequate assurance of continued performance shall be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court.

**ARTICLE 12 - GENERAL PROVISIONS****12.1 Contractor's Documents and Contract Documents****12.1.1 Ownership.**

**12.1.1.1** The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

- .1** The Contractor must execute and deliver and cause its employees and agents and all Subcontractors and Consultants 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 and the Contract Documents.

**12.1.1.2** The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

**12.1.1.3** The submission or distribution of the Contractor's Documents or the Contract 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 and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

**12.1.1.4** The Contractor shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

**12.1.2 Intent.**

**12.1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

**12.1.2.2** The Contract Documents are complementary, and what is required by one is binding as if required by all.

**12.1.2.3** The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

**12.1.2.4** The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

**12.1.2.5** The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**12.1.2.6** In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

**12.1.2.7** Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

**12.1.2.8** The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

**12.1.3 Use of Electronic Files.**

**12.1.3.1** The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

**12.1.3.2** The Owner, Contracting Authority, A/E, 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.

**12.1.3.3** The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through 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.

**12.1.3.4** Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

**12.1.3.5** 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.

**12.1.3.6** The Owner, Contracting Authority, A/E, 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.

**12.1.3.7** 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.

**12.1.3.8** This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

## 12.2 Public Relations

**12.2.1 Publicity prior to completion of the Project.** Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

**12.2.2 Publicity after completion of the Project.** After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

**12.2.3 Professional Photography.** If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority, and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

**12.2.4 Craft Awards and Other Recognition.** If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

## 12.3 Application and Governing Law

**12.3.1** The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

**12.3.2** The parties to the Contract shall comply with Applicable Law.

**12.3.3** Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

## 12.4 Conditions of the Contract

**12.4.1** These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

## 12.5 Notice of Commencement.

**12.5.1** The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

**12.5.2** Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

## 12.6 Written Notice

**12.6.1** Notice under the Contract Documents shall be validly given if:

**12.6.1.1** delivered personally to a member of the organization for whom the notice is intended;

**12.6.1.2** delivered, or sent by registered or certified mail, to the last known business address of the organization; or

**12.6.1.3** sent by facsimile, email, or web-based project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

**12.6.2** When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other 3, it shall also simultaneously send a copy of that notice to the others.

**12.6.3** A copy of all notices, certificates, requests, or other communications to the Contracting Authority shall be sent to the Project Manager.

**12.6.4** In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the A/E, Contracting Authority, and Owner by telephone.

**12.6.5** The Contracting Authority, Owner, A/E, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

## 12.7 Taxes

**12.7.1** Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

**12.7.2** The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

## 12.8 Computing Time

**12.8.1** When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include 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 from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or legal holiday.

**12.8.2** Except as excluded under **Section 12.8.1**, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as legal holidays by **Section 12.8.4**.

**12.8.3** The standard workdays for State projects are Monday through Friday, excluding legal holidays.

**12.8.4** Legal holidays are as follows:

**12.8.4.1** New Year's Day – First Day in January;

**12.8.4.2** Martin Luther King Jr. Day – Third Monday in January;

**12.8.4.3** Washington-Lincoln (President's) Day – Third Monday in February;

**12.8.4.4** Memorial Day – Last Monday in May;

**12.8.4.5** Independence Day – Fourth day of July;

**12.8.4.6** Labor Day – First Monday in September;

**12.8.4.7** Columbus Day – Second Monday in October;

**12.8.4.8** Veterans' Day – Eleventh Day of November;

**12.8.4.9** Thanksgiving Day – Fourth Thursday of November; and

**12.8.4.10** Christmas Day – Twenty-fifth day of December.

**12.8.5** If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

## **12.9 Time of the Essence**

**12.9.1** Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

**12.9.1.1** The Notice to Proceed establishes the date for commencement of the Work.

**12.9.1.2** The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the associated Contract Time.

**12.9.1.3** The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

**12.9.1.4** The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the Contract Times under **Article 8**, unless otherwise required by ORC Section 4113.62.

## **12.10 Successors and Assigns**

**12.10.1** The Contracting Authority and Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

**12.10.2** The Contracting Authority and Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract.

**12.10.3** The Contractor shall not assign, or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

## **12.11 Extent of Contract**

**12.11.1** Entire Contract. The Contract Documents represent the entire and integrated agreement between the Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

**12.11.2** Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**12.11.3** Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

**12.11.4** Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

## **12.12 Severability**

**12.12.1** If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

## **12.13 Facsimile Signatures**

**12.13.1** Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax, e-mail, or web-based project management software. Each party hereto shall be entitled to rely upon a scanned or facsimile signature of any other party delivered in such a manner as if such signature were an original.

**12.14 No Third-Party Interest**

**12.14.1** Except as expressly provided under **Sections 6.2.3** through **6.2.5** and **Section 12.10.2, (1)** no person or entity, other than the Contracting Authority and Contractor, will have any right or interest under the Contract, and **(2)** the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority and Contractor.

**12.15 Ohio Retirement System**

**12.15.1** All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

**12.15.2** If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

**12.16 No Waiver**

**12.16.1** The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

**12.17 Rights and Remedies**

**12.17.1** The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

**12.18 Survival of Obligations**

**12.18.1** All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

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**END OF DOCUMENT**

# Document 00 73 00 - Supplementary Conditions (OSFC General Contracting) State of Ohio Standard Requirements for Public Facility Construction

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## Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed for the Federal Hocking Local School District funded by the Ohio School Facilities Commission.

## Contracting Authority

Federal Hocking Local School District in conjunction with  
8461 State Route 144  
Stewart, Ohio 45778  
(740) 662-6691  
<http://www.fedhock.com>

Ohio Facilities Construction Commission  
30 West Spring Street, 4th Floor  
Columbus, Ohio 43215  
614.466.6290  
<http://ofcc.ohio.gov>

## Owner

Federal Hocking Local School District  
8461 State Route 144  
Stewart, Ohio 45778  
(740) 662-6691  
<http://www.fedhock.com>

## MODIFICATIONS TO GENERAL CONDITIONS

*Delete Section 1.2 in its entirety.*

*Replace Section 2.1.1 with the following:*

**2.1.1** The Executive Director of the Ohio Facilities Construction Commission shall designate a Project Manager for the Project to consult with the A/E and Owner. The Project Manager is authorized to act on behalf of the Commission to perform specific responsibilities under the Contract.

*Replace Section 2.2.1 with the following:*

**2.2.1** The School District Board (“Owner”) shall competitively bid, execute, and administer the Contract in compliance with Applicable Law. The Owner shall designate a representative authorized to act on behalf of the Owner during the Project. In addition, the Owner may employ an Owner’s Agent to perform certain duties of the Owner under the Contract.

*Insert Sections 2.6 and 2.6.1 as follows:*

### 2.6 Testing and Inspection Services

**2.6.1** Unless otherwise specified in the Contract Documents, the Owner shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code and for testing, including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

*Delete Section 3.3 in its entirety.*

*Replace Sections 5.1.1, 5.1.1.1, and 5.1.1.2 with the following:*

**5.1.1** The formation of a cohesive, mutually beneficial partnering arrangement among the Contractor, the School District Board, the Commission, the A/E, and the Commissioning Agent (“CxA”) will accomplish the construction of the Project most effectively and efficiently. This arrangement draws on their collective strengths, skills, and knowledge to achieve a

Project of the intended quality, within budget, and on schedule. To achieve that objective, participation in a partnering session is required for the following key stakeholders:

**5.1.1.1** School District Board: Primary representative and Owner's Agent

**5.1.1.2** Commission: Project Manager

*Replace Section 6.14.2.2.2 with the following:*

**.2** The Owner shall pay the costs incurred in operating the temporary heating and ventilating systems.

*Replace Section 6.14.2.3.2 with the following:*

**.2** The Owner shall pay the costs of energy consumed in operating the permanent HVAC system.

*Delete Section 6.14.2.3.3 in its entirety.*

*Delete Section 6.14.2.4 in its entirety.*

*Replace Section 6.14.3.1 with the following:*

**6.14.3.1** The Owner shall provide water necessary for the Work.

*Replace Section 6.14.3.4.2 with the following:*

**.2** The Owner shall pay the costs of water consumed and sewerage charges.

*Delete Section 6.14.3.4.3 in its entirety.*

*Delete Section 6.14.3.5 in its entirety.*

*Replace Section 6.14.4.2 with the following:*

**6.14.4.2** The Owner shall pay the costs of energy consumed.

*Delete Section 6.14.4.3 in its entirety.*

*Delete Section 6.14.4.4 in its entirety.*

*Replace Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4 with the following:*

**7.7.2.2 Labor:** All field labor shall be priced at the current base rate being paid by the Contractor for such labor on the Project, or if such labor has not been previously employed on the Project, the base rate currently being paid by the Contractor on projects in the same locality, excluding fringe benefits.

**7.7.2.3 Fringes:** All established fringe benefits on the labor in **Section 7.7.2.2** including Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. Each of the fringes shall be a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification.

**7.7.2.4 Allowable Payroll Expenses:** Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item.

*Replace Section 8.10 and subordinate Sections with the following:*

## **8.10 Claim Decision**

**8.10.1** The Project Manager, in conjunction with the Owner's Representative, shall examine the Contractor's Claim and the A/E's analysis.

**8.10.2** The Project Manager, in consultation with the Owner's Representative, shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, the A/E, the Owner, and the Commission within 14 days after receiving the A/E's analysis.

**8.10.2.1** The Project Manager may employ independent resources to assist in its review, or refer evaluation of the Claim to a consultant.

**8.10.3** If the Contractor and the Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

**8.10.4** Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

*Replace Section 8.11.1.1 with the following:*

**8.11.1.1** The written notice shall be delivered to the Executive Director of the Commission.

*Delete Section 8.11.1.2.*

*Replace Sections 8.11.2, 8.11.3, 8.11.4, and 8.11.5 with the following:*

**8.11.2** The Commission shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review. The Commission may employ independent resources to assist in the meeting and review

**8.11.3** The Commission shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and the Owner within 14 days after the meeting.

**8.11.4** The decision of the Commission is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

**8.11.5** If the Contractor and the Owner agree with the Commission's decision, the decision shall be incorporated into a Change Order.

*Replace Section 9.4.1.3 with the following:*

**9.4.1.3** The Contractor shall attach certified payroll reports for the relevant period to 1 copy of each Contractor Payment Request.

*Replace Section 10.4.1 with the following:*

**10.4.1** The Owner shall provide and maintain, during the progress of the Work and until Contract Completion, a Builder's Risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit. This insurance shall be on a special cause of loss form that provides coverage on an open perils basis insuring against the direct physical loss of, or damage to, covered property including, but not limited to, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse, water damage, and hot and cold testing. This insurance shall be written on a replacement cost basis and shall also include debris removal, and/or demolition occasioned by enforcement of Applicable Law.

**END OF DOCUMENT**



SECTION 01 10 00  
SUMMARY

PART 1: GENERAL

1.01 PREFACE

- A. **Terminology:** In this Section, the term "Contractor" shall apply to **EACH** Contractor performing Work on this Project, unless otherwise noted.
- B. **Specification Formats and Conventions:** The Specifications are organized according to the Construction Specifications Institute's "MasterFormat® 2012 Update," and as subsequently amended.
- C. Contractor is responsible for the more restrictive requirement between these general provisions and other requirements contained elsewhere in the Specifications.

1.02 GENERAL

- A. Nothing in this Division shall be intended to amend or modify the stipulations of the General Conditions of the Contract for Construction.
- B. **Description:** The Project consists of the removal and replacement of the roof membrane, blocking and insulation of +/- 61,300 square feet of roof at Federal Hocking Local School.
  - 1. Furnish material, labor, tools, accessories, and equipment to complete the Work as described in these Specifications and as shown on the Drawings.
  - 2. Use sufficient workers, and competent supervisors in execution of the Work to ensure proper and adequate installation throughout. In the acceptance or rejection of installed systems, no allowance will be made for lack of skill on the part of workers.
  - 3. The installed systems shall not be considered complete and acceptable unless, and until, all Code and Governing Agency requirements are satisfied.
- C. **Project Identification: Roof Replacement.**
  - 1. Project Location: As indicated in Description above.
  - 2. Owner: Federal Hocking Local

1.03 CONTRACTS

- A. Provide work under single prime contract. General Contractor shall be responsible for all demolition, construction and coordination required to successfully perform the Work.

1.04 WORK SEQUENCE

- A. The Work shall be coordinated with the Owner prior to start to minimize disruption of normal school activities.

1.05 COMPLETION TIMES AND KEY MILESTONE DATES

- A. The following dates have been established for the Project:
  - 1. Contract Completion

1.06 WORKING HOURS

- A. Working hours shall be between 6:00 A.M. and 4:30 P.M., Monday through Friday. Alternative time schedules may be required for some or all portions of the Work.
- B. No work shall be performed at other times, including Saturdays, Sundays, or State holidays, unless written prior permission has been obtained from the Owner.
- C. Provide reasonable advanced notice of any work outside of normal working hours.

- D. Work in occupied areas only when staff personnel or students are **NOT** present.
- E. Coordinate all requests for changes to the working hours with the Owner.
- F. The Owner reserves the right to place reasonable restrictions on such work, so as not to disrupt the Owner's operations.
- G. **NO ADDITIONAL COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR ALTERNATIVE WORKING HOURS.**
- H. In its proposal, the Contractor shall include the cost for any overtime hours, or after-hours, or weekend time, required to complete the Work in the time required.

#### 1.07 BUILDING OPERATION

- A. Maintain existing facilities in operation whenever possible.
- B. Occupied sections of the building will remain in use throughout construction.
- C. Schedule work in specific areas a minimum of (5) days in advance with the Engineer and Owner.
- D. Building must remain operational.
- E. The following dates when classes are suspended are provided for informational purposes only. Contractor may elect to schedule shutdowns, changeovers, etc., accordingly during Spring Break. Coordinate with Owner on Spring Break dates.
- F. Coordination of Work and Activities: When staff personnel or students are present, Work shall be scheduled, materials stored, work hours arranged, temporary barricades and protection set, etc., in order that normal activities may be conducted as usual without interference.
- G. Noise: The noise level produced by the Contractor in performing work shall not interfere with the normal operation of the facility. If directed by the Owner, it may be necessary to temporarily suspend work in an area due to excessive noise. The Owner will determine whether noise is excessive.
- H. Special Project Requirements: Refer to Section 01 35 00, "Special Procedures."

#### 1.08 CONTRACT DOCUMENTS

- A. The Contract Drawings are schematic and show approximate locations, general arrangement, and general extent of Work. Not all items of work required for a complete and operating system are shown on the Drawings. Refer also to the Specifications for additional work that shall be provided. If a conflict occurs, the Contractor is responsible for the more restrictive requirement.
- B. Verify exact locations in the field, and coordinate with all Sub-contractors.
- C. The Architect/Engineer shall approve, in writing, significant deviations from the Drawings.
- D. If a conflict occurs between the Drawings and Specifications, immediately submit a written request for an interpretation or clarification from the Architect/Engineer, who shall determine which interpretation has precedence.

#### 1.09 SECTIONS OF THE WORK

- A. The Specifications for the work are arranged in various trade Sections as a convenience to the Contractor to more clearly show the extent of work involved. These Sections are not intended to define any complete Contract. Contractor shall verify proposals and shall furnish all labor, materials, appliances and services necessary to provide any missing work to coordinate the various sections. The Architect's position is that all work is performed by the Contractor and questions concerning work included under any Subcontractor is entirely between the Contractor and his Subcontractors.

- 1.10 OWNER-FURNISHED
- A. Miscellaneous furnishings and equipment, except as shown and specified, will be furnished and installed by the Owner. Contractor advised not to construe this paragraph as releasing any obligation on his part to provide complete systems for all work shown or specified.
- 1.11 CONTRACTORS' USE OF PREMISES
- A. Do not unreasonably encumber building with materials and equipment.
- B. On Site Storage:
1. On-site storage of materials or equipment not permitted without Architect's approval.
  2. Relocation of stored materials or equipment required by job progress will be performed at the sole expense of the Contractor that placed, or caused to be placed, such materials or equipment on the job site.
- C. Do not load structures with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of materials and equipment stored on site and within buildings.
- E. Confine operations to areas permitted by Owner and Architect and generally within contract limits. Adjacent buildings and areas will be occupied and in use during construction operations.
- 1.12 APPLICABLE CODES
- A. All work to be performed at this Project shall conform to all applicable building and safety codes. Codes to apply are as follows, in their latest edition:
1. The Ohio Building Code (OBC).
  2. The National Electrical Code (NEC).
  3. The Ohio Department of Health, Plumbing Division, Regulations.
  4. The Life Safety Code and related codes.
  5. The Ohio and applicable National Environmental Protection Agency regulations (EPA).
  6. All other applicable national, state and local codes and regulations.
- 1.13 PERMITS AND FEES
- A. State of Ohio building permits will be obtained and paid for by the Owner.
- B. Reviews and approvals of State permits by State Field Representative will be the responsibility of the Contractor in each appropriate trade.
- C. All other permits, fees, tap fees, sign approvals, etc., will be obtained and paid for by the appropriate Contractor.
- 1.14 EXAMINATION OF SITE
- A. Certain existing conditions may affect the manner or sequence of the performance of the Work.
- B. Before submitting its Bid, it is recommended that the Contractor visit the site of the proposed Project.
- C. Existing services, structures, and operating schedules may need to be reviewed, prior to bidding, to facilitate the installation of the Work without disrupting the normal operation of the facility.
- D. After receipt of Bids, no allowances will be made for lack of knowledge of Project conditions.
- E. Verify and reconcile Work required by the Contract Documents with existing conditions at the Site.

- F. Should the Contractor note any discrepancies during the Bidding Period, it shall notify the Engineer immediately, in writing, to permit issuance of an Addendum to prevent misunderstandings at a later date.

END OF SECTION-01 10 00

SECTION 01 23 00  
ALTERNATES

PART 1 GENERAL

1.01 PREFACE

- A. Terminology: In this Section, the term "Contractor" shall apply to EACH Contractor performing Work on this Project, unless otherwise noted.

1.02 BASIS OF BID

- A. Contractor shall include all Alternates shown on the Form of Proposal. Failure of any Bidder to bid on Alternates listed under its Contract will be cause for rejection of the Proposal.
- B. Contractor shall refer to Drawings, Specifications, and details for the extent of Work to be included in each of the Alternates. In the space provided on Proposal Form, the Contractor shall state Sum to be added to, or deducted from, Base Bid. Added or deducted sums shall include all related costs, such as labor, material, overhead, profit, insurance, bond premium, supervision, etc.

1.03 AWARD

- A. This Section briefly describes the changes to be made under each Alternate. If the extent and meaning of the Alternate is not clear, the Contractor shall request clarification by Addendum before bidding.
- B. The Owner reserves the right to accept any or all Alternates.
- C. Selection of Alternates will not necessarily follow the order in which they are listed.
- D. Contractor shall coordinate pertinent related work and modify adjacent or related work as required.

1.04 ALTERNATES

- A. On the Form of Proposal, Contractor shall state the sum to be added to, or deducted from, the Base Bid price to furnish the following Alternates:
1. Alternate G-1: General Contractor shall perform all work required for demolition and new work indicated on Drawings for Roof Area 2.
  2. Alternate G-2a: General Contractor shall provide and install protection board above insulation and directly below roofing membrane for area indicated as Base Bid.
  3. Alternate G-2b: General Contractor shall provide and install protection board above insulation and directly below roofing membrane for area indicated as Roof Area 2.
  4. Alternate G-3a: General Contractor shall install white EPDM roof membrane in lieu of black EPDM for area indicated as Base Bid.
  5. Alternate G-3b: General Contractor shall install white EPDM roof membrane in lieu of black EPDM for area indicated as Roof Area 2.
  6. Alternate G-4a: General Contractor shall remove existing roof drain strainers and install new roof drain strainers for area indicated as Base Bid.
  7. Alternate G-4b: General Contractor shall remove existing roof drain strainers and install new roof drain strainers for area indicated as Roof Area 2.

END OF SECTION 01 23 00



SECTION 01 31 19  
PROJECT MEETINGS

PART 1: GENERAL

1.01 SUMMARY

A. Related Requirements

1. Summary of Work: Section 01 10 00.
2. Shop Drawings, Product Data and Samples: Section 01 33 23.

B. Architect shall schedule and administer progress meetings.

1. Prepare agendas.
2. Preside at meetings.
3. Record minutes; include significant proceedings and decisions, and distribute copies of minutes to participants.

C. Contractor shall make physical arrangements for meetings.

1.02 PRE-CONSTRUCTION MEETING

A. As required by Architect/ Engineer.

1.03 PROGRESS MEETINGS

A. Schedule regular weekly meetings. Subsequent meetings shall be made on same day and hour of the week for the duration of the construction period.

B. Hold Architect-called meetings as progress of work dictates.

C. Location of Meetings

Construction field office.

D. Attendance

1. Architect and his Consultants.
2. Contractors.
3. Subcontractors as pertinent to agenda.
4. Owner's Representative.

E. Minimum Agenda

1. Review, approve minutes of previous meeting.
2. Review work progress since last meeting.
3. Note field observations, problems, and decisions.
4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Develop corrective measures and procedures to regain planned schedule.
7. Revise construction schedule as indicated.
8. Plan progress during next work period.
9. Coordinate projected progress with other Prime Contractors.
10. Review submittal schedules, expedite as required to maintain schedule.
11. Review maintaining of quality and work standards.
12. Review Changes Proposed for:
  - a. Effect on construction schedule.
  - b. Effect on completion date.
13. Complete other current business.

END OF SECTION-01 31 19



SECTION 01 32 16  
CONSTRUCTION PROGRESS SCHEDULE

PART 1: GENERAL

1.01 GENERAL

A. Related Sections:

1. Summary of Work: Section 01 10 00.
2. Shop Drawings, Product Data and Samples: Section 01 33 23.

B. Each Prime Contractor: Provide projected construction schedule for work under their Contract.

C. Coordination:

1. Submit schedule to other Prime Contractors for review.
2. Submit schedule to other Subcontractors for review.
3. Coordinated schedule with schedules of other Prime Contractors.
4. Coordinated schedule with schedules of other Subcontractors.
5. Revise schedules as required to reflect coordination with other contractors and submit same to the Architect for approval.
6. Coordinated schedule with schedules of other Prime Contractors, if necessary.
7. Revise schedules as required to reflect coordination with other contractors and submit same to the Architect for final coordination and approval.

1.02 FORM OF SCHEDULE

A. Prepare in form of horizontal bar chart:

1. Provide separate horizontal bar column for each trade or operation.
2. Order: Chronological order of beginning of each item of work.
3. Identify each column by the following:
  - a. Major division of work.
  - b. Distinct graphic delineation.
4. Horizontal Time Scale: Identify first day of work of each week.
5. Scale and Spacing: Allow for updating.

B. Sheet Size: 8-1/2" x 11" or larger as required to show a composite schedule of all contracts including separate contracts by Owner.

1.03 CONTENT OF SCHEDULE

A. Provide complete sequence of construction by activity, including product procurement and delivery dates, dates for beginning and completion of each element in construction.

B. Identify work of separate areas, floors, phases, or other logically grouped activities.

C. Show projected percentage of completion of each item of work as of first day of each month.

D. Provide sub-schedules to define critical portions of entire schedule.

1.04 UPDATING

A. Show all changes occurring since previous submission of updated schedule.

B. Indicate progress of each activity, show completion dates.

1. Major changes in scope.
2. Activities modified since previous updating.
3. Revised projections due to changes.
4. Other identifiable changes.

C. Meetings will be held periodically by Architect to review schedule.

1.05 SUBMITTALS

- A. Submit initial schedule immediately following the Contract award.
- B. Final schedule shall bear approval signature of Contractor.
- C. Submit two (2) copies.
- D. Submit monthly updated schedules, with each pay request, accurately depicting progress to first day of each month.

1.06 DISTRIBUTION

- A. Following approval, distribute copies of schedule to the following:
  - 1. Job site file.
  - 2. All Prime Contractors.
  - 3. Subcontractors.
  - 4. Owner.
  - 5. Architect.

1.07 EQUIPMENT SCHEDULE

- A. Prepare schedule of equipment and materials requiring shop drawings. Arrange according to specification heading and include the following:
  - 1. Item.
  - 2. Subcontractor.
  - 3. Dates required to maintain progress according to job schedule described.
    - a. Delivery date required of material.
    - b. Date material order must be placed to assure clause 'a' above.
    - c. Date approved shop drawings must be received to assure clause 'b' above.
    - d. Date shop drawings must be submitted to assure clause 'c' above. Contractor should be allowed minimum two weeks for standard item requiring brief review and 4 to 5 weeks for complex items requiring extensive review and possibly several submissions.
- B. Provide copy of Contractor's order for each material itemized in sub-paragraph A.1 "Item" above.
- C. Submit in accordance with SUBMITTALS above.

END OF SECTION-01 32 16

SECTION 01 33 23  
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1: GENERAL

1.01 GENERAL

- A. Submit all shop drawings, product data and samples required by Specifications Section. Refer to General Conditions for additional requirements.
- B. Prepare and submit schedule listing dates for submissions and dates reviewed shop drawings, product data and samples will be needed for each product.
- C. Submittals to be complete for each assembly or system. Partial or incomplete submittals will not be reviewed. Submittals relating to interior or exterior color schemes to be submitted together.
- D. Contractors are advised to retain sufficient copies of shop drawings as required for final submittals, maintenance manuals, etc. See Section 01 78 39 - Project Record Documents.
- E. Contractor's Stamp:
  - 1. The Contractor's mark or stamp of approval shall indicate in its working his compliance with the requirements of this Section and the General Conditions.
  - 2. The Contractor's handwritten signature is required in addition to his stamp of approval.
  - 3. By approving the shop drawings, product data, samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and Contract Documents.
- F. Routing: Submittals and distribution to be routed as follows.
  - 1. Submittals for Review:
    - a. Manufacturer or Subcontractor to Contractor.
    - b. Contractor to Architect.
    - c. Architect to Consultants as applicable.
  - 2. Distribution after review:
    - a. Consultants to Architect.
    - b. Architect to Contractor.
    - c. Contractor to Subcontractor or Manufacturer.

1.02 SHOP DRAWINGS

- A. Original drawings, prepared by Contractor, Subcontractor, supplier or distributor, which illustrates some portion of the work, showing fabrication, layout, setting or erection details prepared by a qualified detailer.
- B. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- C. Reproductions for submittals shall be:
  - 1. Opaque blue line diazo prints.

1.03 PRODUCT DATA

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information which is not applicable to the project.
  - 2. Supplemental standard information to provide additional information applicable to the project.

- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show wiring diagrams and controls.

#### 1.04 SAMPLES

- A. Physical samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- B. Office samples shall be of sufficient size and quantity to clearly illustrate:
  - 1. Functional characteristics, product or materials with integrally-related parts and attachment devices.
  - 2. Full range or color samples.
  - 3. After review, samples will be retained by Architect.

#### 1.05 SAMPLE WARRANTIES

- A. See Section 01 78 36, Warranties. Submit for approval sample copies of all specific warranties required in excess of one year duration.
- B. Submit sample warranties with related shop drawing submittal. Shop drawing review will not start without warranty submittal nor will they be released for fabrication or installation until sample warranty is approved.

#### 1.06 CONTRACTOR RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission. Stamp submissions as required under SUBMISSION REQUIREMENTS below.
- B. Verify field measurements, field construction criteria and catalog numbers and similar data.
- C. Coordinate each submittal with requirements of work and of Contract Documents.
- D. Deviations/Errors/Omission:
  - 1. Contractor's responsibility for errors and omission on submittals is not relieved by Architect's review of submittals.
  - 2. Contractor's responsibility for deviations in submittals from requirements is not relieved by review of submittals, unless Architect gives written acceptance of specific deviations.
  - 3. Notify Architect in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- E. Begin no work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review.
- F. After Architect's review, make and distribute copies.

#### 1.08 SUBMISSION REQUIREMENTS

- A. Schedule submissions to be received by the Architect at least 21 days prior to the dates reviewed submittals will be needed by the Contractor for standard items requiring brief review and at least 35 days for complex items requiring extensive review, review by Architect's Consultants or possible resubmissions.
- B. Shop Drawings: Submit 4 full scale prints of shop drawings. The prints permit original color markings of each reviewer to be retained. The following will retain one of each color marked print:
  - 1. Architect.

2. Architect's Consultants.
  3. Contractor.
- C. Product Data: Submit number of copies of product datum which Contractor requires for distribution plus 2 copies which will be retained as follows:
1. Architect: 1 each.
  2. Architect's Consultant: 1 each.
- D. Samples: Submit (prepaid by Contractor if shipped) number of requested samples which Contractor requires for distribution plus 1 samples which will be retained as follows:
1. Architect: 1 each.
- E. Samples Warranties: See SAMPLE WARRANTIES above.
- F. Accompany submittals with transmittal containing the following information:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. The name and number of each shop drawing, product data and sample submitted.
  5. Notification for deviations from Contractor Documents.
- G. Submittals shall include the following:
1. Date and revision dates.
  2. Project title and number.
  3. The names of the Architect, Contractor, Subcontractor, Supplier, Manufacturer and separate detailer when pertinent.
  4. Identification of product or material.
  5. Relation to adjacent structure or materials.
  6. Field dimensions, clearly identified as such.
  7. Specification Section number.
  8. Applicable standards, such as ASTM number or Federal Specification.
  9. A blank space for the Architect's stamp.
  10. Conspicuous identification of deviation from Contract Documents.
  11. Contractor's stamp, with handwritten signature, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
- 1.09 RESUBMISSION REQUIREMENTS
- A. Shop Drawings:
1. Review initial drawings as required and resubmit as specified for initial submittals.
  2. Indicate on drawings any changes which have been made other than those requested by Architect.
- B. Project Date and Samples: Submit new datum and samples as required for initial submittal.
- 1.10 DISTRIBUTION OF SUBMITTALS AFTER REVIEW
- A. Make and distribute copies of shop drawings and product data which carry Architect's stamp to the following:
1. Contractor's file.
  2. Job Site File.
  3. Record Documents file.
  4. Other prime Contractors and Subcontractors.
  5. Suppliers and fabricators.
- B. Distribute samples as directed.
- 1.11 ARCHITECT'S DUTIES
- A. Review submittals with reasonable promptness.

- B. Review for:
  - 1. Design concept of project.
  - 2. Information given in Contract Documents.
  - 3. Matters of finish, color and other aesthetic matters left to the Architect's decision by the Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions.
- D. Affix stamp and initials or signature certifying review of submittal.
- E. Return submittals to Contractor for distribution.

#### 1.12 ARCHITECT'S STAMP

- A. Each submittal will be returned to the Contractor stamped or marked by the Architect as follows:
  - 1. "NO EXCEPTIONS TAKEN": The Contractor is advised that fabrication, manufacture and/or construction is to proceed providing the work is in compliance with the Contract Documents.
  - 2. "FURNISH AS NOTED": The Contractor is advised that fabrication, manufacture and/or construction is to proceed providing the work is in compliance with the Architect's markings and the Contract Documents.
  - 3. "REVISE AND RESUBMIT": The Contractor is advised that no work shall be fabricated, manufactured or constructed and that the Contractor shall make a new submittal to the Architect which conforms to the Architect's markings and the Contract Documents. Any submission marked "REVISE AND RESUBMIT" will not be permitted on the site.
  - 4. "SUBMIT SPECIFIED ITEM": Used where Architect's consultant has previously reviewed submittal. The Contractor is advised that fabrication, manufacture and/or construction may or may not proceed, as indicated by the consultant's stamp and providing the work is in compliance with the Contract Documents.
  - 5. "REJECTED": The Contractor is advised that the product submitted is unacceptable and/or does not meet the specifications. Any submission marked "REJECTED" will not be permitted on the site.
- B. Stamp notations which permit fabrication, manufacture and/or construction to proceed, with or without markings, shall not relieve the fabricator, manufacturer, or Contractor from any requirements of the Contract Documents or laws which may govern such work.
- C. Submittals may or may not, at the Architect's discretion, receive stamp or other notation for the following:
  - 1. Submittals not requested.
  - 2. Calculations.

END OF SECTION-01 33 23

SECTION 01 42 13  
ABBREVIATIONS AND SYMBOLS

&	And	D.O.	Door Opening
#	Pound or Number	DR	Door
o/o	Out to out	DS	Downspout
		DWG	Drawing
AB	Anchor Belt		
ACOUS	Acoustical	E	East
A.D.	Area Drain	EA	Each
ADJ	Adjustable	E.J.	Expansion Joint
A.F.F.	Above Finish Floor	EL	Elevation
ALUM	Aluminum	ELEC	Electric
A.P.	Access Panel	ELEV	Elevator
APPROX	Approximate	ENAM	Enamel
ARCH	Architectural	EMER	Emergency
ASPH	Asphalt	ENCL	Enclosure
		E.P.	End Panel
B.C.	Bottom of Curb	EQ	Equal
BD	Board	EQUIP	Equipment
BITUM	Bituminous	EW	Each Way
BLDG.	Building	E.W.C.	Electric Water Cooler
BLK.	Block	EXT'G	Existing
BM.	Beam	EXP	Expansion
B.M.	Bench Mark	EXTER	Exterior
BOT.	Bottom		
		F.A.	Fire Alarm
C.B.	Catch Basin, Chalk Board	F.D.	Floor Drain
CEM.	Cement	FDN	Foundation
CER.	Ceramic	FEP	Finished End Panel
C.G.	Corner Guard	F.E.	Fire Extinguisher
C.I.	Cast Iron	F.E.C.	Fire Extinguisher Cabinet
C.J.	Control Joint	FIN.	Finish
CLG.	Ceiling	FLR	Floor
CLO.	Closet	FLASH	Flashing
CLR.	Clear	FLUOR	Fluorescent
C.M.U.	Concrete Masonry Unit	F.O.S.	Face of Studs
CNTR.	Counter	FT	Foor or Feet
COL.	Column	FTG	Footing
CONC.	Concrete	FURR	Furring
CONN.	Connection		
CONST.	Construction	GA	Gauge
CONT.	Continuous	GALV	Galvanized
CORR.	Corridor	G.B.	Grab Bar
CPT.	Carpet	GL	Glass
CT.	Ceramic Tile	G.W.B.	Gypsum Wallboard
CTR	Center	GYP	Gypsum
DBL	Double	H.B.	Hose Bibb
DEPT.	Department	H.C.	Hollow Core
D.F.	Drinking Fountain	HCP	Handicapped
DET	Detail	HDWD	Hardwood
DIA	Diameter	HDWE	Hardware
DIAG	Diagonal	H.M.	Hollow Metal
DIM	Dimension	HORIZ	Horizontal
DISP	Dispenser	HR	Hour
DN	Down	HGT (HT)	Height

H.P.	High Point		
I.D.	Inside Diameter (Dim.)	Q.T.	Quarry Tile
INSUL	Insulation		
INT.	Interior	R	Riser
JAN.	Janitor	RAD	Radius
JT	Joint	R.D.	Roof Drain
		REF	Reference
KIT	Kitchen	REFRIG	Refrigerator
K.O.	Knock-Out	REINF	Reinforcement
		REQ (REQ'D)	Required
LAB	Laboratory	RESIL	Resilient
LAM	Laminate	RM	Room
LAV	Lavatory	R.O.	Rough Opening
LKR	Locker	R.O.W.	Right-of-Way
L.P.	Low Point	R.T.	Resilient Tile
LT	Light		
		S	South
MAX	Maximum	SCH	Schedule
MED CAB	Medicine Cabinet	S.D.	Soap Dispenser
M.D.O.	Medium Density Overlay	SECT	Section
MECH	Mechanical	SHR	Shower
MET or MTL	Metal	SHT	Sheet
MFR	Manufacturer	SIM	Similar
MH	Manhole	S.N.D.	Sanitary Napkin Dispenser
MIN	Minimum	S.N.R.	Sanitary Napkin Receptacle
MISC	Miscellaneous	SPEC	Specification
M.O.	Masonry Opening	SQ	Square
MTD	Mounted	S.S. or SSTL	Stainless Steel
MUL	Mullion	STA	Station
		STC	Sound Transmission Coefficient
N	North	STD	Standard
N.I.C.	Not in Contract	STL	Steel
NO or #	Number	STOR	Storage
NOM	Nominal	STRUCT	Structural
N.T.S.	Not to Scale	SUSP	Suspended
		SYM	Symmetrical
O.C.	On Center		
O.D.	Outside Diameter (Dim.)	T	Tread
OFF	Office	T.B.	Towel Bar, Tackboard
OH	Overhead	T.C.	Top of Curb
OPNG	Opening	T.D.	Towel Dispenser
OPP	Opposite	TEL	Telephone
		T & G	Tongue & Groove
P.C.	Pre-Cast	THK	Thickness
PL.	Plate	T.P.	Top of Pavement
P. Lam	Plastic Laminate	T.P.D.	Toilet Paper Dispenser
PLAST	Plastic	T.V.	Television
PLYWD	Plywood	TERR	Terrazzo
PR	Pair	TYP	Typical
P.S.	Projection Screen		
PT	Paint	UNFIN	Unfinished
PTN	Partition	U.N.O.	Unless Noted Otherwise
P.T.R.	Paper Towel Receptacle	UR	Urinal
P/T	Pressure Treated		

V.T.R.	Vent Through Roof
V.B.	Vapor Barrier
V.C.T.	Vinyl Composition Tile
V.I.F.	Verify in Field
VEN	Veneer



SECTION 01 43 00  
QUALITY ASSURANCE

PART 1: GENERAL

1.01 SUMMARY

A. Requirements of this Section apply to the Work of other Sections.

B. Section Includes:

1. Standards.
2. Quality Assurance.
3. Submittals, General.
4. Tests, Inspections and Approvals.
5. Information Requests.
6. Manufacturers and Types.
7. Fabrication.
8. Shop Priming.
9. Examination of Substrate.
10. Preparation.
11. Installation.
12. Workmanship.
13. Protection.
14. Prohibited Materials and Methods.

C. Related Sections:

1. Project Meetings: Section 01 31 19.
2. Shop Drawings, Product Data and Samples: Section 01 33 23.
3. Construction Facilities: Section 01 52 00.
4. Closeout Procedures: Section 01 77 00.

1.02 STANDARDS

A. Standards, codes and regulations published by Manufacturer's associations, governmental agencies and other regulatory authorities form a part of these specifications as minimum requirements. Such references include the latest issue and all amendments up to 30 days prior to the Bid due date.

B. "Governing Authority" means all federal, state and local laws and regulations.

C. Where differences occur between the Contract Documents and such standards, the strictest requirements shall take precedence.

D. Supply all materials and perform all Work in accordance with the Manufacturer's Specifications and installation procedures, and in conformance with published trade and Manufacturer's association standards, unless specifically noted otherwise herein.

1.03 QUALITY ASSURANCE

A. Qualifications:

1. Proprietary Products:
  - a. Where systems or assemblies of materials or equipment are indicated, obtain all primary components from the same manufacturer, unless specifically noted otherwise.
2. Qualifications of Subcontractor:
  - a. Submit satisfactory evidence that Subcontractor has a minimum 5 years successful experience in Work similar to the Work and Scope of this Contract.
  - b. Subcontract the Work to a firm licensed, franchised or otherwise approved by the Manufacturer.

1.04 TESTS, INSPECTIONS AND APPROVALS

- A. Perform or arrange for all inspections, tests and approvals required in each Technical Section by governing authority.
- B. Pay all costs unless specifically stated otherwise in the Technical Sections or Section 01 45 00, Quality Control.
- C. Notify each inspecting authority and Architect 24 hours in advance of each test, inspection and approval.
- D. Keep records of each test, inspection and approval. Include the time, weather conditions, name of inspecting, testing or approving authority, results of test and all other pertinent data.
- E. Submit official reports showing dates performed, test methods, results, interpretations of results and recommended actions. Submit required copies to governing authorities and Architect.
- F. Provide required certificates to the Architect for the Owner's file.
- G. If Owner or Architect determines that any Work requires special inspection, testing or approval, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection testing or approval.
  - 1. If such special inspection or testing reveals a failure of the Work to comply with requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for additional services of the Architect; otherwise, the Owner shall bear such costs and an appropriate Change Order shall be issued.

#### 1.05 INFORMATION REQUESTS

- A. Construction Questions: Questions which arise during construction concerning construction procedures, Contract Document information, and minor deviations to accommodate construction shall be submitted by the Contractor in writing accompanied by the proposed solution.
  - 1. Questions concerning interpretation of Contract Documents of minor deviations which affect design, appearance, or function shall be forwarded to the Architect for comments.
  - 2. Questions concerning construction procedures, minor deviations to accommodate construction and questions that can be answered by review of the Contract Documents shall not be the work of the Architect.
- B. Deviations: Questions concerning proposed deviations from the Contract Documents which affect design, appearance, or function shall be documented by the Contractor and submitted to the Architect for his review.
  - 1. Such documentation shall include detailed Drawings and written substantiation for the proposed deviation. This shall not be construed as a means of substituting materials or systems.
  - 2. NO SUBSTITUTIONS OF MATERIALS OR SYSTEMS ARE PERMITTED UNDER TERMS OF THIS PARAGRAPH.
  - 3. Do not proceed with such deviations until written notice to proceed has been received from the Architect. Such written notice shall not relieve the Contractor from conformance to the Contract Documents.
  - 4. If requests for deviations are, in fact, requests for substitutions, the reviews of the Architect shall be paid by the Contractor, even though the request is denied, as set forth in Paragraph " Non-Conforming Work" following immediately below.
- C. Non-Conforming Work: Faulty work or work not in conformance with the Contract Documents will not be permitted by the Architect.
  - 1. It is the responsibility of the Contractor to propose a remedy by means of detailed drawings and written documentation and submit such documentation to the Architect for comments.
  - 2. All costs for the removal and reconstruction of such Work, as well as additional services of the Architect shall be paid by the Contractor.
  - 3. Payments for such additional services shall be made as follows:

- a. The Owner will compensate the Architect in accordance with the terms of their Contracts.
- b. The Owner will deduct the amount of such compensation from the Payments to the Contractor.

## PART 2: PRODUCTS

### 2.01 MANUFACTURERS AND TYPES

- A. In many instances this Project has been designed around a specific Manufacturer. In some Sections of this Specification, other Manufacturers are listed as acceptable. Equipment from these Manufacturers will be accepted contingent upon meeting the design, appearance and functional standards established by the specified items. If an acceptable Manufacturer requires changes (i.e.: Mechanically, Electrically, Structurally) from what is on the Drawings, the Contractor requiring such change, shall pay all costs involved with no additional cost to the Owner.
- B. Where more than 1 manufacturer or product designation is listed, provide any one named. NO SUBSTITUTIONS will be permitted after signing the Contract.
- C. Where only 1 manufacturer is listed in the Contract Documents or only 1 Manufacturer is available at the time for ordering materials, either provide that product or submit the name of another Manufacturer for review and approval by the Architect and Owner. Such requests shall be submitted by Change Order process only. Submit all documentation required elsewhere in the Contract Documents and as required by the Architect and Owner to show proof that the submittal is an equal in every respect to the item specified.
- D. Where a performance is specified and no Manufacturer is listed, submit through the Shop Drawing procedure the name of the Manufacturer, the product proposed and detailed information showing its characteristics. Such proposal shall meet the Specification, line by line item, or will be rejected.
- E. Where choice of color, pattern, or texture is available for a specified product or item of equipment, the Architect and Owner will make a selection from the manufacturer's highest or best standards, unless noted otherwise in the technical section of the Project Manual. All such choices will be listed in the Color Schedule, except that choices indicated on the drawings or in the Specifications (i.e.: color and texture of precast concrete) may not be repeated in the Color Schedule.

### 2.02 FABRICATION

- A. Fabricate all items in the shop insofar as possible. Where items cannot be completely shop fabricated and assembled for shipment, assemble and fit in shop, disassemble and ship.  
  
Identify parts for field assembly.
- B. Fabricate items to be straight, square, in proper alignment, with hairline joints where joints are necessary. Pre-plan field joints to be as inconspicuous as possible.

### 2.03 SHOP PRIMING

- A. Shop prime or seal surfaces of products to receive paint materials in accordance with the requirements in the Painting Section of these Specifications.
- B. Apply a primer or sealer compatible with the specified paint materials.
- C. In the event such a primer is determined to be incompatible with the specified paint materials, provide a barrier coat or remove the primer and reprime as directed.

## PART 3: EXECUTION

### 3.01 EXAMINATION OF SUBSTRATE

- A. Examine the substrate or structure to which a product is to be applied or installed. Do not proceed until unsatisfactory conditions have been corrected. Starting the Work indicates acceptance of conditions and the installer assumes full responsibility for results.
- B. Check the substrate or structure for proper clearances and tolerances. Tolerances may be listed under individual sections.

### 3.02 PREPARATIONS

- A. Substrate: Where products are applied to a substrate, prepare the substrate as recommended by the product Manufacturer, generally as follows:
  - 1. Bring substrate to a uniform surface by smoothing uneven surfaces and filling holes, cracks and low places with recommended filler or parent material.
  - 2. Remove substances, such as dust, oils and other foreign matter not compatible with the product.
  - 3. Surfaces shall be dry, unless a moisture content or wetting is specified.
- B. Inserts and Anchorages:
  - 1. Anchorages where not detailed: Installer shall design a suitable connection, structurally sound and aesthetically acceptable to the Architect. Furnish calculations, drawings and product data when requested by Architect. Such information may, or may not, be returned as indicated under Section 01 33 23 - Shop Drawings, Product Data and Samples.
  - 2. It is the responsibility of the installer to furnish built in fastening devices for his product to the proper trade for installation as the Work proceeds.
  - 3. In the event such devices are not furnished in time to be built in, it is the installer's responsibility to provide other methods for attaching his product. Submit Drawings and other required data to the Architect and Owner for file.
- C. Templates: Provide templates, diagrams and other coordinating documents to the proper Contractor, Manufacturer or supplier of related items affecting the Work.
- D. Dimensions:
  - 1. If the exact location of an item is not indicated by dimension on the Drawings or noted in the Specifications, the Architect reserves the right to determine such location in the field prior to roughing in.
  - 2. If the exact dimensions of a product are not indicated or shown, the Architect reserves the right to determine dimensions prior to ordering or fabrication of the products.
  - 3. Such dimensional changes shall not be a basis for changes in the Contract Sum.

### 3.03 INSTALLATION

- A. Install products in accordance with the Manufacturer's recommendations, trade associate requirements, listed standards, Shop Drawings and Contract Documents.
  - 1. Where a conflict exists between these references, the strictest requirements govern. If printed instructions are not available, consult with the manufacturer's field representative.
- B. Install Work in a manner which will not interfere with the proper installation of the Work of other trades.
- C. Install Work in a manner to facilitate operating, servicing and repairing.

### 3.04 WORKMANSHIP

- A. Install products straight, plumb, level and in line. Securely attach items to the substrate, using recommended adhesives, mechanical fasteners or other devices. Where holes are provided for attachment, do not field drill or cut new holes without the approval of the Architect.
- B. Match all finished Work to the approved submitted Samples.

- C. Conceal fasteners wherever possible, unless exposed fasteners are permitted or specified.
- D. Weld in accordance with AWS standards for qualifications of operators and for workmanship.

### 3.05 PROTECTION

- A. Protect finished surfaces of product being installed and surrounding products from damage during installation. Provide protective devices as required and as recommended by the Manufacturer. Cover Work subject to damage at the end of each day's Work.
- B. Coat concealed surfaces of metal products with a bituminous or other approved coating to prevent contact between dissimilar metals or other material which can cause deterioration.
- C. Correct damage by repairing or replacing as directed by the Architect. Repairing will be permitted only where the repair is undetectable and does not cause structural damage or interfere with proper functioning of the part.
- D. Protect finish of installed products until Substantial Completion of the Project by use of wrappings, covers, or other approved protective devices. Remove such protection immediately prior to final cleaning.

### 3.06 PROHIBITED MATERIALS AND METHODS

- A. The following materials and methods are expressly prohibited:
  - 1. Ballistic Fasteners: Ballistic fasteners are defined as anchors which are driven into place by any device which produces a force by use of a powder charge, compressed air, gas or any other propellant. Ballistic fasteners are prohibited for the following conditions:
    - a. Attachment of structural members.
    - b. Where public may be endangered by misuse.
  - 2. Plug anchorage by use of wood, lead or plastic.
  - 3. Explosives or blasting except if specifically approved in writing by the Owner for special cases of demolition or excavation.
  - 4. Grits as backfill material.
  - 5. Ink marking pens used on surfaces of materials receiving paint or other finish in exposed location.
  - 6. Asbestos.

END OF SECTION-01 43 00



SECTION 01 45 00  
QUALITY CONTROL

PART 1: GENERAL

1.01 SUMMARY

A. Section Includes:

1. Inspections and tests required to establish compliance with the Contract Documents.
2. Testing agency or agencies.
3. Contractor's responsibilities.

B. Related Sections:

1. Other testing and inspection requirements. See individual Sections.

1.02 TESTING AND COST RESPONSIBILITIES

A. Contractor:

1. Testing: All testing required by the Contractor shall be paid for by the Contractor.
2. Non-compliance: When initial test services indicate noncompliance with the Contract Documents, any subsequent retesting required due to noncompliance shall be performed by the same personnel and paid for by the Contractor.
3. Schedule portions of the work requiring inspection and testing so that the time of the agency on the project is as continuous and brief as possible.
4. Regulatory Requirements: Inspections and tests required by codes and ordinances, or by plan approval authorities, and made by a legally constituted authority shall be the responsibility of and paid for by the Contractor, unless otherwise provided by the Contract Documents.

1.03 TESTING/INSPECTION AGENCIES

A. Contractor-Provided Agencies: Qualified, independent agencies approved by Architect.

1.04 QUALITY ASSURANCE

A. Certification: Product producers and associations which have instituted approved systems of quality control and which have been approved by the Building Department are not required to have further testing, but may submit certifications of compliance in lieu of further testing. Concrete mixing plants, plants producing fabricated concrete and wood or plywood products certified by the Building Department, lumber and plywood grade marked by approved associations, and materials or equipment bearing Underwriter's Laboratories (UL) label require no further plant inspection and testing.

B. Certification of Concrete Testing Agency: Inspection and Testing Agency to submit evidence of inspection by the Cement and Concrete Reference Laboratory within the past 36 months, and evidence that the laboratory's equipment met the accepted standards during that inspection.

1.05 SUBMITTALS

A. The independent testing and inspection agencies will prepare logs, test reports, and certificates applicable to specific test and inspections and deliver copies, in such time as not to delay progress of the work or final payment therefore, to the following parties as indicated:

1. Architect:
  - a. Address: RVC Architects, Inc.  
131 West State Street  
Athens, Ohio 45701
  - b. Required quantity: 2 copies.
2. Contractor: 1 copy.

PART 2: RESPONSIBILITY

## 2.01 CONTRACTOR'S RESPONSIBILITY

- A. Access: Provide free access to various parts of the work and assist testing and inspection personnel in the performance of their duties at no additional cost to the Owner.
- B. Data: Submit records, drawings, certificates, and similar data as may be required by the testing and inspection personnel to assure compliance with the Contract Documents.
- C. Notice: Notify Architect and testing and inspection agencies not less than 24 hours prior to each time required for such services.
- D. Defective work: Correct rejected work and bear all costs of such correction, including the cost of the Architect's and Engineer's additional services thereby made necessary.

## 2.02 TESTING/INSPECTION SERVICES

- A. Laboratory shall test and/or obtain certificates for tests of materials and methods of construction as described hereinafter:
  - 1. Reports: Furnish laboratory test reports of materials and construction as required; include description of method of test, identification of sample and portion of the work tested, description of location in the work of the sample, time and date of test of sample, weather and climatic conditions, and evaluation of results of tests, including recommendations for action.
- B. Inspection services: The inspection agency will have full authority to see that the work is performed in strict accordance with requirements of the Contract Documents and the directions of the Architect. The Inspector shall cooperate with the Contractor so as to cause no delay in the progress of the work, but shall be directly responsible to the Architect for his actions.
  - 1. Furnish "Inspection at Site" reports for each visit to site.

END OF SECTION-01 45 00

SECTION 01 52 00  
CONSTRUCTION FACILITIES

PART 1: GENERAL

1.01 GENERAL

- A. Install temporary facilities and utilities in conformance with state and local codes and requirements.
- B. Obtain and pay for applications, permits and inspections required for temporary facilities and utilities.
- C. Any Contractor either requiring temporary service before it can be provided as specified or whose temporary service requirements differ from the service specified, shall provide such service as suits his needs, at his own expense, and in a manner satisfactory to the Architect.
- D. Maintain, and keep in good operating condition, temporary facilities and utilities. Provide maintenance necessary to perform this work in accordance with the requirements. Maintenance time shall include normal working hours for all trades and start up and shut down overtime as required.
- E. Contractor providing temporary facilities or services shall remove same either when no longer required, when their function is replaced by authorized use of permanent facilities, or when directed by Architect, all as approved by Architect, except as otherwise noted.
- F. Disclaimer: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect, Engineer or Owner that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions and support facilities.

PART 2: TEMPORARY CONTROLS

2.01 ACCESS AND PARKING

- A. Access: Workmen, construction traffic and equipment, delivery of materials, and removal of excavated materials, trash and debris shall utilize entrances and roads as directed by the Architect.
- B. Parking on site permitted as directed by the Architect.

2.02 TRAFFIC

- A. Responsibility: The Contractor whose work requires interruption of traffic to provide temporary traffic controls as required for completion of the Work and in accordance with Owner's requirements.
- B. Maintenance: Each Contractor shall maintain streets and roads utilized for construction traffic clear, clean and free from dirt and debris. Clean daily if required. Failure to clean will result in the Owner having it done at Contractor's expense.

2.03 SECURITY AND SAFETY

- A. No equipment or materials to be left outside the construction enclosure.
- B. Safety requirements shall be in accordance with the General Conditions.

- C. Strict attention and full adherence shall be given to all applicable safety and security requirements.

#### 2.04 TEMPORARY STORAGE

- A. On site storage to be limited, approved by Owner, and acceptable to Architect.
- B. Outdoor storage of material, when permitted, shall be confined to the areas within the construction fence. No signs, except small identification signs, are permitted on sheds. Indoor storage shall be confined to unused spaces for the building; corridors and other public spaces shall not be used for storage.

### PART 3: TEMPORARY FACILITIES

#### 3.01 DRAINAGE

- A. Contractor shall provide temporary drainage trenches, drains, sumps, pumps and other items required to afford satisfactory working conditions for the execution, completion and protection of the work. Water shall be diverted to or shall be pumped into existing sewerage systems or ditches and shall not be allowed to run into ground surface area.

#### 3.02 WEATHER PROTECTION

- A. Contractor shall protect work and existing or adjacent property against weather, to maintain their work, materials, apparatus and fixtures free from injury or damage in accordance with the General Conditions during the entire construction period. At the end of each day's work, cover or protect work which may become damaged. Remove and replace with new work, at no additional cost to the Owner, work damaged by failure to provide protection.
  - 1. Provide winter weather enclosures and temporary doors at all enclosed openings.
  - 2. Weather enclosures protecting areas occupied by Owner shall have an average overall thermal resistance value of R-11, minimum.
- B. Each Contractor shall remove all snow and ice as may be required for proper protection and execution of his work and protection and safety of the public. Contractor is responsible for removal of snow and ice for access ways, exit ways and walkways.
- C. Winter weather closures and temporary doors at all enclosed openings for General Contract work shall be provided by General Contractor.

#### 3.03 SHORING AND BRACING

- A. Provide shoring and bracing required for safety and proper execution of the work. Remove these items when the work is completed.

#### 3.04 PROJECT IDENTIFICATION

- A. Signage: Site Utilities General Contractor: Provide signage at location approved by Architect as follows.
  - 1. Description:
    - a. Size: 4' high x 8' long.
    - b. Graphic Design: Lettering styles, message, and graphics as determined by Architect; executed by a competent professional sign painter.
    - b. Material:
      - 1. Sign: 3/4" thick exterior grade plywood with solid face.
      - 2. Mounting posts: Nominal 4 x 4 inch preservative treated wood.
    - c. Joints: Flush and properly backed.
    - d. Finish (all surfaces): Primer and 2 coats exterior grade house paint, satin finish. Colors as directed by Architect.
  - 2. Approvals:

- a. Prior to fabrication: Submit shop drawing of graphic design layout; obtain Architect's approval.
- b. Prior to delivery to site: Submit photograph of complete sign and text; obtain Architect's approval.
3. Erection: Erect sign in location shown or, if not shown, as directed by Architect.
  - a. Mount sign on posts with bottom of sign 4 feet above grade.
  - b. Set posts minimum 3 feet into ground and securely brace.

3.05 TRAFFIC MAINTENANCE

- A. Contractor whose work requires interruption of traffic to provide suitable temporary signage and lane markings in accordance with the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.

3.06 CLEAN-UP AND MATERIAL MOVING

- A. Each Contractor and their Subcontractors shall do their own clean-up, move materials that are in the way of construction, and repair and replace any damage they do.
- B. If the above work is not accomplished in a reasonable length of time, the Owner will employ services to do the required work. Cost of the work will be charged to the Contractor.

END OF SECTION-01 52 00



SECTION 01 73 29  
CUTTING AND PATCHING

PART 1: GENERAL

1.01 SUMMARY

- A. The requirements of this Section apply to the Work of all other Sections.
- B. General Contractor shall provide all constructed chases and opening indicated on the drawings to complete installation of all work, including all Divisions, but with the following exceptions:
  - 1. All cutting of holes required for installation work and which are to be drilled or bored shall be done by the respective Division Subcontractor whose trade is involved (applicable Subcontractor).
  - 2. Each Subcontractor shall furnish the General Contractor with, and be responsible for, exact location and size of all holes and openings required to be cut or necessary for his work. Where cutting and patching caused by failure to locate or properly locate or size such openings is required, the applicable Subcontractor is responsible for cutting and patching required.
- C. The applicable Subcontractor is responsible for cutting openings or chases in existing construction. Openings requiring patching shall be the responsibility of the applicable Subcontractor.
- D. The General Contractor is responsible for cutting and patching roof systems and flashing of roof mounted equipment.
- E. Sizes and locations indicated are based on early project information and should be verified.
- F. Cutting and patching includes removing and replacing of paved areas, walks, curbs, sod, etc., as may be required before excavation operations. Saw cuts must be neat straight lines.
- G. Related Requirements
  - 1. Project Meetings: Section 01 31 19.
  - 2. Shop Drawings, Product Data and Samples: Section 01 33 23.

1.02 SLEEVES

- A. Where pipes, conduit, ductwork or other materials pass through new walls, partitions, floors, roof or ceilings, the Subcontractor requiring same shall provide suitable sleeves in these elements. Where sleeves are not placed, the applicable Subcontractor is responsible for all cutting and patching required for the installation of his work, or he shall pay other trades for doing this work as specified herein.
- B. Sleeves and openings shall be closed to prevent passage of fire or smoke using approved methods and materials to maintain the fire rating of the Construction being penetrated.
- C. Where pipes, conduit, ductwork, etc., pass through, behind, or above, existing construction the Subcontractor requiring same is responsible for all cutting, patching, and refinishing or he shall pay other trades for doing this work as specified herein.

1.03 CUTTING/PATCHING

- A. General

Engage original fabricator/installer to perform cutting-and-patching of structural work, operational/safety related components, and visually exposed work; or, if not available, engage only recognized experts; employ only proved methods.
- B. Cutting

Cutting, when necessary, shall be done with such tools and methods to prevent unnecessary damage to surrounding areas or equipment. No cutting shall be done which will, in any way, reduce

the structural strength of the building. Should such cutting be necessary, consult the Architect and do not proceed with such operation unless written approval is given.

C. Patching

All materials, methods and procedures used in patching and refinishing shall be in accordance with applicable provisions and specifications governing the various trades. The final appearance and integrity of the patched and refinished areas must meet the approval of the Architect. Wall, floor and ceiling refinishing must extend to logical termination lines if an acceptable appearance cannot be attained by finishing a partial area. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

1.04 ROOF PENETRATIONS

A. General

1. Responsibility for Work

See SUMMARY above.

2. Qualified roofer to be present when roof membrane is penetrated to complete the necessary repair or provide temporary seal until permanent patch is completed. Roof penetrations shall not be left unprotected overnight or exposed to moisture.

B. Reinforcement of Openings

For roof openings provide support for deck edges for openings as required for strength and continuity of decking but not less than the following. No structural member may be cut without permission of Architect.

1. Less than 6 inches: No requirements.
2. 6" to 18": 2" x 2" x 1/8" thick steel angles, perpendicular to flutes and extended minimum two flutes beyond each side of opening. Screw attach to bottom of deck at each flute.
3. 18" to 36": Minimum 3" x 3" x 1/4" steel angles perpendicular to flutes and welded to adjoining framing members.

C. Removal and Replacement of Damaged and Dented Roof Decking

1. After the existing roof membrane and insulation is removed, schedule a meeting with the Architect to determine areas of the metal deck that need to be replaced due to damage or dents.
2. General Contractor shall be responsible for properly removing damaged and dented metal decking. Prime edges where portion of deck is removed. Lap existing and new deck a minimum of 4 inches.
3. General Contractor to patch damaged and dented roof decking with 20 gage, 1-1/2 inch galvanized roof deck. Roof decking patch shall be installed with 5/8 inch puddle welds at structural supports at 12 inches on center maximum and #10 TEK screws side lap connector between structural supports, 12 inches on center maximum.

END OF SECTION-01 73 29

SECTION 01 77 00  
CLOSEOUT PROCEDURES

PART 1: GENERAL

1.01 GENERAL

- A. Section Includes: Each Contractor shall furnish labor, materials and data submittals required prior to acceptance of Work by Owner.
- B. Related Section:
1. Submittals required for administration of the Contract and during the course of construction:
    - a. Section 01 33 23 - Shop Drawings, Product Data and Samples.
    - b. Section 01 78 36 - Warranties.
    - c. Section 01 78 39 - Project Record Documents.

1.02 DEFINITIONS

- A. Closeout: General requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, occupancy by Owner and similar action evidencing completion of the Work. Specific requirements for individual units of Work are specified in Sections of Division 2 through 16 and in General Conditions, Article 35. Time of closeout is directly related to substantial completion and therefore may be either a single time period for entire Work or a series of time periods for individual parts of the Work which have been accepted at different dates. That time variation, if any, shall be applicable to other provisions of this section.

1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

- A. General: Prior to requesting Architect's inspection for Certification of Substantial Completion, for either entire work or portions thereof, complete the following and list known exceptions in request:
1. Progress Payment Request:
    - a. In progress payment request coincident with or first following date claimed, show either 100% completion for portion of Work claimed for Substantial Completion, or list incomplete items, value of incompleteness, and reasons for being incomplete.
    - b. Include supporting documentation for completion as indicated in these Contract Documents.
    - c. Submit statement showing accounting of changes to the Contract Sum.
  2. Cleaning: For special cleaning methods required by specific materials, see applicable technical specification. Maintain premises and public properties free from accumulation of waste, debris and rubbish caused by construction operations. At completion of the Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave the Work clean and ready for inspection.
  3. Start-Up Testing of Systems: Start all operating equipment, test for proper operation, and adjust as required.

1.04 PREREQUISITES TO FINAL ACCEPTANCE

- A. General: Prior to requesting Architect's inspection for Contract Completion Certificate and final payment, as required by General Conditions, complete the following and list known exceptions, if any, in request:
1. Pay Request:
    - a. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
    - b. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
  2. Inspection List: See PROJECT CLOSEOUT, (below).
  3. Insurance:
    - a. Submit consent of surety.
    - b. Advise Owner of pending insurance change-over requirements.

- c. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Warranties: Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents. See Section 01 78 36 - Warranties.
5. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including (where required) occupancy permits, operating certificates and similar releases.
6. Submit record drawings, operation and maintenance manuals, final project photographs, and similar final record information.

#### 1.05 PROJECT CLOSEOUT

- A. Inspection List: After receipt of written notice that the Work is complete and ready for acceptance by the Owner, and after receipt of the final application for payment, the Architect will verify its conditions and issue a Certificate of Substantial Completion with an inspection list of any uncompleted or unacceptable items appended to it and establishing the Date of Substantial Completion.
- B. Final Completion and Acceptance: Each Contractor shall correct all items noted in inspection list within 30 days after receipt of inspection list. The Architect will verify the completion or correction of items noted on the inspection list and, when he/she finds the Work acceptable under the Contract Documents, will issue a final Certificate of Payment stating that to the best of his/her knowledge, information and belief on the basis of his/her observations the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found due the Contractor, and noted in said certificate, is due and payable. Should corrections not be completed satisfactorily within the 30-day limit and should the Architect be required to make further trips for observations and verification, the Contractor will be required to reimburse the Architect at the rate of \$150.00 per man-hour for the time period involved with subsequent trips, reports and letters as payment for his/her time due to the negligence of the Contractor.

#### 1.06 AS-BUILT DRAWINGS

- A. Refer to Section 01 78 39 - Project Record Documents.

END OF SECTION-01 77 00

SECTION 01 78 36  
WARRANTIES

PART 1: GENERAL

1.01 GENERAL

- A. Submit warranties for all specific warranties in excess of one year duration required by Specifications Sections. Refer to General Conditions for additional requirements.
  - 1. Sample Warranties: Warranty submittals to accompany the related shop drawing submittal. Shop drawing review will not start without warranty submittal, nor will they be released for fabrication or installation until sample warranty is approved. See Section 01 33 23 for shop drawing submittals.
  - 2. Executed Warranties: Submit fully executed warranties as specified under Section 01 77 00, Closeout Procedures.
- B. Warranties submitted for approval need not be fully executed with signatures. Signed warranties are required upon completion of the work and subject to restrictions of payment if not received in the required manner of time.
- C. Noncompliance with the requirements of this section will place the Contractor in default and will entitle the Owner to all rights contained in the Project Manual.
- D. The Contractor is responsible for obtaining all executed warranties from suppliers, manufacturers and subcontractors.
- E. Where warranties from subcontractors, suppliers, or manufacturers are limited to materials only, the Contractor shall furnish warranties to provide labor required to remove the defective work and install the replacement materials.
- F. Any agreement of manufacturer not complying with terms of warranty is not binding on Owner. The Owner shall be entitled to rights of warranties contained in the Project Manual, implied warranties, and all expressed warranties included in manufacturer's advertising.

1.02 SAMPLE WARRANTIES

- A. Copies of proposed form prepared by manufacturer or, where applicable, by Contractor which sets forth the terms of warranty for the work. Sample or proposed warranty forms to be fully representative of final executed warranty.
- B. All parties associated with the work must be made known and approved by the prime warranter to preclude claims of unapproved or non-licensed installers, distributors, or contractors. Submittal, as prepared by the prime warranter, shall identify the following:
  - 1. Manufacturer.
  - 2. Contractor.
  - 3. Subcontractor, if any.
  - 4. Installer.
  - 5. Owner.
  - 6. Job name and address.

1.03 SUBMISSION REQUIREMENTS

- A. Sample warranties:
  - 1. Schedule submissions of sample warranties to accompany the related shop drawings submission.
  - 2. Warranties: Submit number of copies of warranties which Contractor requires for distribution plus three (3) copies which will be retained by Architect.
  - 3. Submit in accordance with requirements of Section 01 33 32, Shop Drawings, Product Data and Samples.

4. Submittals to be sampled by Manufacturer, Contractor, Subcontractor and Installers as applicable.

#### 1.04 RESUBMISSION REQUIREMENTS

- A. Review initial warranty as required and resubmit as specified for initial submittals.
  1. Indicate on warranty any changes which have been made other than those requested by Architect.

#### 1.05 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- A. Make and distribute copies of warranties which carry Architect's stamp to the following:
  1. Contractor's file.
  2. Job site file.
  3. Subcontractor or installer.
  4. Manufacturer.

#### 1.06 ARCHITECT'S REVIEW

- A. Submittals will be reviewed and treated as a shop drawing. Proceed with fabrication or work only after warranty submittals are approved by Architect.
- B. Review of warranty submittal does not constitute review of product assembly or warranted item.
- C. Affix stamp and initials or signature certifying to review of submittal.
- D. Return submittals to Contractor for distribution.

#### 1.07 WARRANTY STATUS VERIFICATION

- A. Prior to Final Completion and Acceptance, the Contractor is to furnish verification from all applicable manufacturers that the warranty(s) issued are in full effect and disclaimers regarding payment have been satisfied.
- B. Verification to be on manufacturer's letterhead, signed by an officer with binding contractual authority, and notarized.

END OF SECTION-01 78 36

SECTION 01 78 39  
PROJECT RECORD DOCUMENTS

PART 1: GENERAL

1.01 SUMMARY

- A. Section Includes:
  - 1. As-built documents:
    - a. Drawings and specifications.
    - b. Addenda, Change Orders, Modifications.
    - c. Shop Drawings, Product Data and Samples.
    - d. Building Department Documents.
- B. Related Sections:
  - 1. Section 01 77 00 – Closeout Procedures.

1.02 AS-BUILT DOCUMENTS

- A. Maintain at the Site, for the Owner, one copy of all Drawings, Specifications, Building Department Documents and approved copies of Addenda, Change Orders, Modifications, Shop Drawings, Product Data and Samples in good order and marked currently to record all changes made during construction. These As-Built Documents shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.
- B. Deliver to the Architect for the Owner's file, at the completion of the Work, an accurate set of marked-up As-Built Documents, including a copy of the project Manual, the Drawings, showing the Project, insofar as the actual construction or installation differs from the Documents. Final payment will not be made until receipt of complete As-Built Documents.
- C. Drawings: Include Drawings for all General, Plumbing Heating Ventilating and Air Conditioning, and Electrical Trades. Record all changes and information such as:
  - 1. Elevation at bottom of foundations in relation to finished first floor.
  - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 4. Changes of dimensions, plan arrangement, material and details.
  - 5. Changes made either by Field Order or Change Order.
  - 6. Details not on original Contract Drawings.
- D. Project Manual: Note in each Specification Section the actual manufacturer's trade name and catalog number and supplier of each product incorporated into the work. Note changes made by Change Order.
- E. Maintain all such documents at the Site during each step of the Work.
- F. The Contractor shall make sure that no Drawings are used with the seal of the Architect, and every drawing shall bear the following note:

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Record Drawing  
Date:

"This Drawing was prepared by (name of Contractor) to incorporate construction changes and has not been reviewed or approved by Architect. Care shall be take

in any further use of this drawing for this project. This Drawing may not be used for extensions of this Project or for any other Project."

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- G. The documents produced by the Contractor will be used by the Owner as record documents as provided by the Contractor and will not be reviewed or approved by the Architect. Accordingly, the Contractor assumes full responsibility for any future use made of such documents.

END OF SECTION-01 78 39

SECTION 02 41 19  
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

1. It is the Contractor's responsibility to notify the Owner's Representative if detection of any asbestos or other hazardous appearing materials are found. Work in regards to removal of such material shall cease until further direction by the Owner's Representative.
2. If asbestos or other hazardous material testing is required, it shall be at the expense of the Owner.
3. Testing and removal of hazardous material shall be in accordance with all Regulatory Requirements.
4. Work of this section, as shown or specified, shall be in accordance with the requirements of the contract documents.

1.02 SCOPE OF WORK

1. Remove all existing roof system components down to the metal roof deck and properly dispose of the materials.
2. Removal of existing metal fascia, to be replaced.
3. Removal of abandoned miscellaneous items as needed for a complete installation.

1.03 RELATED SPECIFICATIONS

The work of this part shall be in accordance with the applicable requirements of the following:

DIVISION 1 - General Requirements  
                   01 11 11           Cutting and Patching  
 DIVISION 6 - 06 01 53       Rough Carpentry

1.04 REUTILIZED MATERIALS

1. Existing nailers, where found to be in good condition.

1.05 SUBMITTALS

- A. Shop Drawings: Indicate demolition and removal sequence, equipment to be used, location and construction of barricades, fences and temporary work structures.
- B. Proposed Dust Control and Noise Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed timeframe for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of activities.

1.06 REGULATORY REQUIREMENTS

The following requirements are in addition to those of the Regulatory Requirements:

- A. Conform to all applicable codes for demolition of structures, safety of adjacent structures, dust control and disposal of materials.
- B. Obtain required permits from authorities with jurisdiction.
- C. Notify affected utility companies, if any, before starting work, and comply with their requirements.
- D. Do not close or obstruct any roadways, sidewalks or hydrants without permits.
- E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

#### 1.07 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from the site and legally disposed of.

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Contractor shall survey the site prior to any demolition work and examine drawings and specifications to determine the extent of the work.
- B. Contractor shall examine the existing structure for any conditions that would affect the integrity of the remaining structure. Notify the Owner's Representative in writing of conditions detrimental to the Work.
- C. Provide, erect, and maintain temporary barriers and safety devices to protect workers and public as needed.
- D. Protect the existing building and roof to prevent damage to any part of the building that is not to be demolished.
- E. Mark location of utilities.

#### 3.02 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent structures or building occupants.
- B. Cease operations immediately if any structure not to be demolished appears to be in danger. Notify the Owner's Representative immediately.
- C. Conduct operations with minimum interference to public or private accesses. Maintain sufficient egress and access at all times.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. Protect building and contents from weather damage during and after demolition, until roof is replaced per the project specifications and drawings.
- F. Contractor assumes full responsibility for providing a watertight building envelope.

- H. A five (5)-day notice to building occupants and Owner's Representative is required before any demolition may proceed.

### 3.03 DEMOLITION

- A. Remove demolished materials from the site daily. Materials that cannot be removed daily shall be stored in areas specified by the Owner's Representative.
- B. Do not burn or bury materials on site. Leave site in clean condition.
- C. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads.
- D. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- E. Remove any temporary fences or barricades.
- F. No explosive devices may be used for demolition

### 3.04 REMOVAL OF EXISTING ROOF SYSTEM

- A. General

Remove existing roof membrane in areas designated on project drawings.

Remove all materials specified for removal, inclusive all membrane walkway pads, wet and/or damaged roofing, roof insulation and flashing, including cants, wood nailers, underlayment materials, and currently concealed, damaged flashing materials. All existing roof system removal shall be in accordance with 01 41 00 Regulatory Requirements.

The Contractor shall be responsible for the protection of the building interior and its contents from rain at holes or penetrations through the roof system during work. When roof deck is being replaced, he shall also be responsible for the normal protection of Owner's furnishing and equipment by covering all items in the work area with drop cloths or other required protection. The Contractor shall provide protection of equipment and personnel during operations creating dust and debris from removal process.

The Contractor shall be responsible for the protection of the building exterior and grounds from the Contractor's operations. When hoisting materials and/or removing materials, cover exterior walls, including all items in the work area, with tarps or other required protection. An enclosed chute is required for the removal of the existing roof system materials, from the roof to the ground level, whenever building height is in excess of one (1) story.

Removed portions of the existing roof system shall be replaced with materials in accordance with this specification. At the discretion of the roofing Contractor, the Contractor can either remove existing roof in its entirety and provide, at no additional charge to the Owner, a temporary roof system inclusive of appropriate flashings or remove/replace existing roof in sections to assure continued watertightness.

Remove all rubbish from the Owner's premises each day in compliance with all applicable local regulations. Dumpsters shall be placed at locations per Owner Representative's instructions. Rubbish placed in approved roof spot locations for future removal shall be placed out of view of the general public and shall be confined within tarps and/or plastic bags stored in a secure manner to prevent wind blown debris.

B. Removal Schedule

1. Contractor shall outline to Owner's Representative prior to commencement of work the removal and replacement schedule for each roof section. Removal/replacement of the roof system shall be closely coordinated with Owner's Representative and building occupants.
2. It is critical that the removal and replacement process takes into consideration factors such as weather conditions, conditions of the existing roofing system(s), installation method of the new roofing system, productivity of the crew, material availability, etc.
3. Removed portions of the old roof system must be replaced in its entirety prior to commencing with additional roofing removal.
4. Upon commencement of roofing work, tie-in and/or cut- offs shall be removed. Where incompatible substances were used for construction of a tie-in, care shall be taken to prevent any contact of the incompatible component and the roof membrane. Any contaminated sections shall be removed and replaced.
5. Roofing Contractor shall coordinate removal/re-roofing to minimize construction traffic over completed areas of the roof. Where traffic over completed roof areas is necessary, Contractor shall construct traffic path consisting of plywood boards anchored and/or weighted to prevent movement by winds.
6. In cases where loading/unloading has to be done on completed roof, Contractor shall designate one (1) area for this work. The area shall be adequately protected by use of plywood upon completion of the work and removal of the loading platform, Contractor together with the Owner's Representative shall inspect the roof area. At the discretion of the Owner's Representative, damaged or contaminated portions of the roof system shall be replaced.

END OF SECTION 02 41 19

SECTION 05 50 00  
METAL FABRICATIONS

PART 1: GENERAL

- 1.01 Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.
- 1.02 SUMMARY
- A. Include railings, steel ladders, miscellaneous steel hangers, rods, bolts, inserts, brackets, angles, anchors, fasteners and supports.
- 1.03 QUALITY ASSURANCE
- A. Shop Assembly
1. Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.
- 1.04 REFERENCES
- A. Applicable Publications
1. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- a. American Society for Testing and Materials (ASTM) Publications:
1. A36 - Structural Steel.
2. A53 - Welded and Seamless Steel Pipe.
3. A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coating of Iron and Steel Products.
4. A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- b. American Welding Society (AWS) Publications:
1. D1.1 - Structural Welding Code Steel.
- c. American Institute of Steel Construction (AISC) Publications:
1. Manual of Steel Construction including:
- a. Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings.
- b. Code of Standard Practices for Steel Buildings and Bridges.
2. ASTM 1107 for non-shrink grout (replaces U.S. Army CE-CRD-C621).
- 1.05 SUBMITTALS
- A. Shop Drawings
1. Submit shop drawings for fabrication and erection of miscellaneous metal fabrication. Include plans, elevations and details of sections and connections. Show anchorage and accessory items. Provide templates for anchor and bolt installation by others.
- 1.06 PRODUCT DELIVERY, STORAGE AND HANDLING
- A. Protect metal fabrications from damage before, during and after installation.
- 1.07 JOB CONDITIONS
- A. Coordinate with other trades, items which will be built in or attached for proper positioning and timing of delivery.
- B. Verify existing conditions and critical dimensions at the job site prior to fabrication.

PART 2: PRODUCTS

2.01 MATERIALS

- A. Metals shall be free from defects impairing strength, durability or appearance and of the best commercial quality for purpose specified.
- B. All exposed fastenings shall be of same material, color and finish as metal to which applied, unless otherwise specified.
- C. Steel shapes, plates and bars shall conform to Standard Specification ASTM A-36.
- D. Steel pipe shall meet the requirements of ASTM A53. Railings, unless otherwise indicated, shall be 1-1/2" standard weight pipe (1.90" OD).
- E. Galvanized steel shall be hot-dip galvanized, meeting the requirements of ASTM A-123, or A-153 as applicable.
- F. Non-Shrink Non-Metallic Grout
  - 1. Pre-mixed, factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with ASTM 1107 (was CE-CRD-C621). Provide grout specifically recommended by manufacturer for exterior applications of type specified in this section.
  - 2. Where grout is used in rail-post pockets into masonry, grout is to be installed in two stage if necessary, to ensure that water drains away from the post pocket.
  - 3. Products include Super Por-Rok by CAM Corp. or equal by Bonsal, Anchor Cement by Sakrete, or Euclid.
  - 4. **Products must be Portland cement based, not gypsum based.**
  - 5. Note: Never use this product in contact with aluminum. Where contact may occur, submit specific grout for approval.
- G. Fasteners
  - 1. Provide zinc-coated fasteners for exterior use or where built into exterior walls. Select fasteners for the type, grade and class required.
- H. Primer Paint for Ferrous Metals
  - 1. Manufacturer's standard lead free rust-inhibiting primer; compatible with finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in Division 9.

## 2.02 FABRICATION

- A. Workmanship
  - 1. Use materials of size and thickness indicated, or if not indicated, as required to produce strength and durability in finished product for use intended. Work to dimensions indicated or accepted on shop drawings, using proven details of fabrication and support. Use type of materials indicated or specified for various components of work.
- B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
- D. Form exposed connection with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flathead (countersunk) screws or bolts.
- E. Provide for anchorage of type indicated, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use.

- F. Cut, reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
- G. Fabricate joints which will be exposed to weather in a manner to exclude water or provide weep holes where water may accumulate.
- H. Insofar as possible, all work shall be fitted and shop assembled, ready for erection.
- I. Work shall be executed in strict accordance with drawings, details and approved shop drawings.
- J. Joints and intersections shall be tight and true with adequate support and fastening. Bolted work shall be tight and threads nicked to prevent loosening.
- K. All work shall be made and erected plumb, square and true with adequate reinforcing and anchoring.
- L. All anchors shall be of sufficient size to function as required by the best practice of the trade.
- M. Steel handrails shall be constructed to conform to the best practices of the National Association of Architectural Metal Manufacturers and as detailed on the drawings.
- N. Welding shall be done in accordance with AWS Standard Code for Arc and Gas Welding in Building Construction, latest edition, as formulated by The American Welding Society. Surfaces to be welded shall be cleaned of all loose scale, rust, oil, grease, paint or other foreign matter. Welds shall show uniform section and reasonable smoothness of weld metal without overlaps and a minimum of craters, porosity and clinkers. Visual inspection of the edge and end of fillets and butt joint welds shall indicate good fusion with and penetration into base metals. Plug welds shall be ground smooth. Precautions shall be taken to minimize stresses and distortions due to heat. Grind exposed welds smooth.
- O. Effectively insulate dissimilar metals or materials where necessary to prevent corrosion by electrolytic action or other causes.
- P. Except as specifically indicated otherwise, welded connections shall develop full strength of member.

#### 2.03 SHOP PAINT

- A. Before leaving shop, all steel work except galvanized shall be thoroughly cleaned by blast cleaning to meet SSPC-SP. All steel work except as otherwise specified shall be given one (1) coat of paint, applied thoroughly and evenly and well worked into the joints and other open spaces. All paint shall be applied on dry surfaces. Spot paint abraded parts, welds, bolts, etc., after erection, using same paint as shop coat. Galvanized metal shall not be shop painted or blast cleaned.
  - 1. Do not paint surfaces to be encased in concrete or to receive sprayed-on fireproofing, or contact surfaces in friction-type connections, or surfaces to be field welded or galvanized steel.

#### 2.04 STEEL ROOF LADDER

- A. Grey powder coated steel roof ladder with walk through handrails.
  - 1. Side members: ¼ inch by 2 inch by 2 inch steel angles
  - 2. Rungs: ¾ inch corrugated steel round climbing rungs at 12 inches on center.
  - 3. Stand-off mounting brackets shall be 7 inches on center
  - 4. Ladder shall meet ANSI A.14.3, OSHA 1910.27, and 1926.1053.
- B. Interconnect railing and handrail members by butt-welding or welding with internal connectors, at fabricator's option, unless otherwise indicated.
- C. At tee and cross intersections, provide coped joints.

- D. At elbow bends provide mitered joints.
- E. Exposed welds shall be ground smooth.
- F. Galvanize exterior steel railings, including pipe, fittings, brackets, fasteners, and other ferrous components.

### PART 3: EXECUTION

#### 3.01 PREPARATION

- A. Field Measurements
  - 1. Take field measurements prior to preparation of shop drawings and fabrication, where possible. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.
- B. Coordinate and furnish anchorages, setting drawings, diagrams, templates, instructions, and directions for installation of anchorages, such as concrete inserts, sleeves, anchor bolts and miscellaneous items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

#### 3.02 INSTALLATION

- A. Fastening to In-Place Construction
  - 1. Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required.
- B. Cutting, Fitting and Placements
  - 1. Perform cutting, drilling and fitting required for installation of miscellaneous metal fabrication. Set work accurately in location, alignment and elevation, plus, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete masonry or similar construction.
- C. Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind exposed joints smooth.
- D. Field Welding
  - 1. Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work.

#### 3.03 STEEL PIPE RAILINGS AND HANDRAILS

- A. Adjust railing prior to anchoring to ensure matching alignment at abutting joints. Space posts at spacing indicated, or if not indicated, as required by design loadings. Plumb posts in each direction.
- B. Unless otherwise shown, anchor posts in concrete if any, by means of pipe sleeves preset and anchored into concrete or drilled and cored cut-outs. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with non-shrink, non-metallic grout, mixed and placed to comply with grout manufacturer's directions.
  - 1. Non-shrink grout to be cementitious (not gypsum-based) similar to Super Por-rok by CAM Corp. or equal by Bonsal or Euclid or Ancho Cement by Sakrete.
  - 2. Leave anchorage joint exposed; wipe off excess grout and leave 1/8" build-up, sloped away from post. For installation exposed on exterior or to flow of water, seal grout to comply with grout manufacturer's directions or as follows:
  - 3. Neatly tool sealant, similar to Sonneborn NP-1 sloping away from post. Use masking tape as needed for a workmanlike installation. Color to match concrete.
  - 4. Complete painting of railing, with slight overlap of paint over top of sealant.

- C. Where setting posts into existing concrete or masonry, core out material with the smallest diameter core possible. Minimum depth to be 4". Complete the grout and sealant as described above.

END OF SECTION-05 50 00



SECTION 06 01 53.01  
ROUGH CARPENTRY FOR ROOFING

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

Work of this section, as shown or specified, shall be in accordance with the requirements of the contract documents.

1.02 SCOPE OF WORK

- A. Rough carpentry for roofing as shown on drawings and as specified herein.

Note: Where required by code and/or the specification, fire-treated wood materials shall be used.

Note: Specification calls for installation to meet or exceed Factory Mutual FM 1-49 requirements, refer to FM 1-49 publication for nailer installation requirements. {NOTE: A minimum of 2" X 6" nailers shall be used at perimeter, with enhanced fastening of six inches (6") O.C., staggered, eight feet (8') from each corner minimum. In corner regions of the roof, as determined by Factory Mutual FM 1-28 Data Sheet requirements, nailers shall be secured to structural components of the building by corrosion-resistant means sufficient to resist a vertical load, whichever is greater. For wood nailers wider than 6 inches, bolts should be staggered to avoid splitting the wood. Each wood nailer member should have at least two fasteners. A fastener should be located approximately 4 inches but not less than 3 inches from each end of the wood. Additional wood members, such as cant strips and stacked nailers, should be fastened with corrosion-resistant fasteners having sufficient pullout resistance. Fasteners should be staggered, spaced at a maximum 12 inches on centers and should penetrate the wood sufficiently to achieve design pullout resistance. Any existing nailers are to be evaluated for size, location, and attachment requirements by the Owner's Representative, to determine if re-use will be authorized.} If the existing wood nailers are left in place, they shall be deducted on a unit price basis.

- B. Installation of wood members, blocking, and nailers for roofing as shown on drawings.

Assure that existing wood members, blocking, and nailers are in sound, dry condition and attached per requirements of this specification. Where existing wood members, blocking, and nailers do not meet requirements of this specification, remove and/or replace.

- C. All new carpentry and wood blocking to be provided by Roofing Contractor.

1.03 RELATED SPECIFICATIONS

The work of this part shall be in accordance with the applicable requirements of the following:

DIVISION 1	- General Requirements
07 51 11	- Roofing System

1.04 STANDARD REFERENCES

References:

Some products and execution are specified in this Section by reference to published specifications or standards of the following (with respective abbreviations used).

American Forest and Paper Association (AFPA)  
American Plywood Association (APA)  
American Wood Preservative Association (AWPA)  
U.S. Dept. of Commerce Voluntary Product Standards (PS)

#### 1.05 SUBMITTALS

It is mandatory that a Post Award Meeting be held prior to the submittal process, within ten (10) business days of the contract award letter. The meeting shall be attended by the Contractor's Representative(s), Contractor's Project Manager / Superintendent, and the Owner's Representative(s). In cases where it is deemed necessary by the Architect, the material manufacturer(s)'s technical representative(s) shall also be in attendance. The mandatory Post Award Meeting schedule shall be coordinated by the Architect. This is a clarification and coordination meeting designed to involve all parties that will be associated with design criteria, engineering, management, ordering, assembling, production, and shipping of materials for the project.

1. Product Data: Submit technical data on all fasteners required for work of this section. Data shall include all required load capacities.
2. Product Samples: All samples of all fasteners required for work of this section.

#### 1.06 DELIVERY, STORAGE, AND HANDLING

- A. Materials delivered to site in a wet condition shall be rejected and removed off Owner's property.
- B. Stack lumber to insure proper ventilation and drainage. Protect lumber from the elements.
- C. Store in a manner that will prevent warpage.

#### 1.07 JOB CONDITIONS

- A. All methods employed in performing the work, and all equipment, tools, and machinery used for handling materials and executing any part of the work, shall be subject to the approval of the Owner's Representative before the work is started, and whenever found unsatisfactory, shall be changed and improved as required.
- B. Time delivery and installation of carpentry to avoid delaying other operations whose work is dependent on or affected by the carpentry work, and to comply with protection and storage requirements.
- C. Protect installed carpentry from damage due to other work activities and weather.
- D. Select anchors for attachment of carpentry suitable for structural roof substrate.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Moisture Content: Solid wood shall be kiln-dried to an amount not to exceed 15%.
- B. Grade and Trademark: Grade and trademark shall be on each piece of lumber (or bundle in bundled stock). Use only recognized official marks of Association under whose rules it is graded.
- C. Quality:

1. Lumber shall be sound, thoroughly seasoned, well manufactured, and free from warp that cannot be corrected in the process of bridging, bolting or nailing.
  2. Lumber shall comply with PS 20-99 or the most current and shall be identified with grade mark.
- D. Grades and Species of Solid Wood - Minimum Requirements (See roof system technical specification scope of work and project drawings for other specific wood related requirements):
1. Blocking and nailers shall be No. 2 Southern yellow pine unless otherwise noted on drawings.
  2. Wood sleepers shall be No. 2 Southern yellow pine, size as determined by job conditions.
  3. Wood shims shall be exterior grade plywood (exterior grade glue) with a maximum thickness of one-half inch (1/2").
  4. Plywood sheathing shall be APA rated, exposure 1, CDX plywood, comprised of a minimum of four (4) plies, size as determined by job conditions, unless otherwise specified and/or indicated on project drawings.
- E. Preservative Treatment:
- None without written approval by Owner's Representative.
- When and if authorized:
1. Wood preservative shall be approved by the EPA.
  2. Wood preservative shall be approved by roofing materials manufacturer.
  3. Fasteners used with preservative-treated lumber shall be of stainless steel.
  4. Metals other than stainless steel shall not come in contact with preservative-treated lumber.

## 2.02 ACCESSORIES

- A. Fasteners:
1. All fasteners shall be corrosion-resistant stainless steel or heavy-duty fluorocarbon-coated steel threaded screw fasteners unless otherwise noted, to meet/exceed Factory Mutual Standard 4470 (current edition). Note: Fastener materials shall be compatible with contact materials.
  2. Fasteners that penetrate exposed roof deck shall be painted to match the color of deck underside and shall have protection material installed over tips, unless otherwise directed by Architect. Note: This requirement is intended for specific locations such as locations where finished ceiling is the bottom of the roof deck (i.e. offices, stores, gymnasiums, etc.) where aesthetics and protection of fastener tip is a major concern. The Owner's Representative shall direct the contractor in regards to specific locations where the fasteners require paint and/or protection.
  3. Wood Nailer to Metal Deck: #10-14 Stainless Steel (series 300) or fluorocarbon-coated steel screw fastener with a minimum head diameter of .400-inch. Penetration of one-half inch (1/2") minimum and one-inch (1") maximum through high flute of structural steel deck. Maximum spacing shall be no greater than 12 inches O.C. (NOTE: Enhance to six inches

(6") O.C., staggered, eight feet (8') from each corner, when FM 1-49 attachment is required.)

4. Wood Nailer to Steel Decking over structural steel framing requires Buildex TEKS (or equal). Flat head wood to metal fasteners, size #12 (minimum) of sufficient length to penetrate structural steel framing a minimum of five (5) pitches of thread.
5. Use of power-actuated nails for attaching blocking or nailers to concrete is unacceptable.
6. Acceptable manufacturers are Construction Fasteners, Inc., SFS, Trufast, OMG Roofing Products, Rawl, and Buildex.

B. Washers: Galvalume steel or 300 series stainless steel.

## 2.03 REJECTED MATERIALS

The Owner's Representative shall have the right to inspect all materials brought to or stored at the job site. Those materials that do not comply with the above requirements shall be removed from the Owner's premises within two (2) hours of verbal notification to the person designated by the Contractor to be the lead on site supervisor. The verbal notification will be by the Owner's Representative, which will be followed by written confirmation.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed. Notify the Owner's Representative in writing of conditions detrimental to the Work.
- B. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate the Work with a minimum of joints or the optimum jointing arrangement.

### 3.02 INSTALLATION

#### A. General

1. Fit carpentry work to other work. Scribe and cope as required for accurate fit.
2. Set carpentry work accurately to required levels and lines with members plumb and true.
3. Securely attach carpentry work to substrates by anchoring and fastening as specified and as required by applicable building codes.
  - a. Provide washers under bolt heads and nuts in contact with wood.
  - b. Countersink fastener heads where detailed on drawings, or where required by subsequent application of flashing materials.
4. Fasteners:

Make tight connections between members. Install fasteners without splitting of wood. If structural deck is thicker than 20-gauge or where wood rides up threading prior to penetrating the structural deck, pre-drill the blocking with a nine sixty-fourths inch (9/64") drill bit. Where required, use washers and countersink into wood member. Tighten bolts and lag

screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work. A minimum of two (2) fasteners shall be utilized per section of wood, regardless of length. Pull out resistance must be a minimum of 360 lbs. per fastener.

B. Blocking, Nailers, Framing and Curbs:

1. New wood nailers shall be installed at appropriate roof perimeters, curbs, and similar penetrations. All nailers shall be of sufficient thickness so as to be flush with the insulation/membrane interface and securely anchored to resist a force to 175 lbs./linear foot in any direction. Nailers shall not be lower than the insulation's membrane interface. Where Specification calls for a tapered insulation system, the Contractor shall consider the overall wood nailer thickness as required by the tapered insulation system.
2. Install new nailers with one-eighth inch (1/8") gap between each length or as required based on climatic conditions at the time of installation.
3. Wood nailers, blocking, cants, etc. shall be chamfered, beveled, shaved, planed, or shimmed as necessary to provide smooth transition to adjacent materials.
4. New wood shims, where used for providing transition to insulation, shall be pressure treated. Shims are only acceptable in conditions where shim thickness does not exceed one-half inch (1/2"). All shim material to be in compliance with this Specification. All shims must be continuous and shall be placed at deck level.
5. Pre-drilling of fastener holes will be required for installation of nailers over any concrete surface.

C. Assure that existing nailers are secured, in accordance with the requirements of the roof membrane manufacturer for flashing securement and this specification.

Where specification calls for installation to meet Factory Mutual requirements, refer to FM 1-49 publication for nailer installation requirements. {NOTE: A minimum of 2" X 6" nailers shall be used at the perimeter, with enhanced fastening of six inches (6") O.C., staggered, eight feet (8') from each corner. Any existing nailers are to be evaluated for size, location, and attachment requirements by the Owner's Representative, to determine if re-use will be authorized.}

D. Plywood (if required at wall flashing detail)

1. Plywood sheets shall be spaced with a one-eighth inch (1/8") gap between sheets at all edges and ends.

### 3.03 WORKMANSHIP

Work that does not conform to specified requirements including tolerances and finishes, shall be corrected and/or replaced, as directed by Owners Representative, at Contractor's expense, without extension of time. Therefore, Contractor shall also be responsible for cost of corrections to any Work affected by or resulting from correction to work of this Section.

END OF SECTION 06 01 53.01



SECTION 07 50 00  
ROOF PROTECTION BOARD

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: Fiberglass-mat faced gypsum roof boards.

1.02 REFERENCES

- A. ASTM International (ASTM):
1. ASTM C472 Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete.
  2. ASTM C473 Standard Test Methods for Physical Testing of Gypsum Panel Products.
  3. ASTM C518 Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
  4. ASTM C840 Standard Specification for Application and Finishing of Gypsum Board.
  5. ASTM C1177 Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
  6. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
  
  7. ASTM E96 Standard Test Methods for Water Vapor Transmission of Materials.
  8. ASTM E108 Standard Test Methods for Fire Tests of Roof Coverings
  
  9. ASTM E661 Standard Test Method for Performance of Wood and Wood-Based Floor and Roof Sheathing Under Concentrated Static and Impact Loads.

1.03 SUBMITTALS

- A. Product Data: Manufacturer's specifications and installation instructions for each product specified.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: Provide products that comply with the following limits for surface burning characteristics when tested per ASTM E84:
1. Flame spread: 15, maximum.
  2. Smoke developed: 0.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Basis of Design (Alternate G-2): Provide DensDeck Prime by Georgia Pacific or an approved equal.
- A. Fiberglass Mat Faced Gypsum Roof Board:
1. Thickness: 5/8 inch.
  2. Width: 4 feet.
  3. Length: 8 feet.
  4. Weight: 2.5 lb/sq. ft.
  5. Surfacing: Fiberglass mat.
  6. Flexural Strength, Parallel (ASTM C473): 100 lbf, minimum.
  7. Flute Span (ASTM E661): 8 inches.
  8. Permeance (ASTM E96): greater than 32 perms.
  9. R-Value (ASTM C518): 0.67.
  10. Water Absorption (ASTM C1177): Less than 10 percent of weight.
  11. Compressive Strength (Applicable Sections of ASTM C472): 900 pounds per square inch.
  12. Surface Water Absorption (ASTM C473): Not more than 2.5 grams.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Adhered or Mechanically Attached: As recommended by roof system and/or adhesive manufacturer and as required by FM or UL guidelines for wind uplift resistance.
  - 1. Manufacturer's Recommendations:
    - a. Current "Product Catalog", Georgia-Pacific Gypsum.

### 3.02 PROTECTION

- A. Protect gypsum board installations from damage and deterioration until the date of Substantial Completion.

END OF SECTION 07 50 00

SECTION 07 51 11  
MEMBRANE ROOFING (FULLY ADHERED)

PART 1: GENERAL

- 1.01 The General and Supplementary Conditions, Special Conditions and applicable portions of Division 1 of these Specifications are a part of this Section.
- 1.02 DESCRIPTION
- Basis of Design (Base Bid): Adhered Roofing System incorporates **Sure Seal (black)** or Brite-Ply (white-on-black) .060" (1.5 mm) thick **non-reinforced** EPDM membrane or an approved equal system meeting the requirements specified below and Carlisle's standards. An acceptable insulation is mechanically fastened to the roof deck or adhered with Sure-Seal FAST Adhesive or hot asphalt and the EPDM membrane is fully adhered to the insulation with Sure-Seal Bonding Adhesive. Adjoining sheets of EPDM membrane are spliced together a minimum of 3" (8 cm) using Splicing Cement, In-Seam Sealant and Lab Sealant or SecurTape/Primer, **or Factory Applied Tape**.
- Basis of Design (Alternate G-3): Adhered Roofing System incorporates **Sure White** .060" (1.5 mm) thick **non-reinforced** EPDM membrane. An acceptable insulation is fully adhered with Sure-Seal low-rise Adhesive and the EPDM membrane is fully adhered to the insulation with Sure-Seal Bonding Adhesive. Adjoining sheets of EPDM membrane are spliced together a minimum of 3" (8 cm) using **Factory Applied Tape**.
- 1.03 QUALITY ASSURANCE
- A. This roofing system must be installed by the roof manufacturer's Authorized Roofing Applicator in compliance with shop drawings. There must be no deviations made from manufacturer's specifications or the approved shop drawings without the **PRIOR WRITTEN APPROVAL** from both the Architect and roof manufacturer.
- B. Upon completion of the installation, an inspection will be conducted by a Technical Representative of the roof manufacturer to ascertain that the roofing system has been installed according to roof manufacturer's specifications and details.
- C. This roofing system meets **Underwriters Laboratories (UL)** and **Factory Mutual (FM)** requirements. For specific code approvals achieved with this system, refer to Carlisle's EPDM Code Approval Guide, FM Approval Guide or UL Fire Resistance and Roofing Materials and Systems Directories.
- 1.04 SUBMITTALS
- A. To ensure compliance with roof manufacturer's warranty requirements, the following projects should be forwarded to roof manufacturer for review prior to installation, preferably prior to bid:
1. Projects where a wind speed warranty coverage greater than 55 mph (88 km/h) peak gusts is specified.
  2. Projects where the building height exceeds 250' (76 m).
  3. Air pressurized buildings, canopies, and buildings with large openings where the total wall openings exceed 10% of the total wall area on which the openings are located (such as airport hangars, warehouses and large maintenance facilities).
  4. Cold storage buildings and freezer facilities.
  5. Projects where the EPDM is expected to come in direct contact with petroleum based products or other chemicals.
- B. Along with the project submittals (shop drawings and Request for Warranty), the roofing contractor must include pullout test results when the Sure-Seal HP Lightweight Deck Fastener is used with cementitious wood fiber, lightweight insulating concrete or gypsum decks or the Sure-Seal HP or HP-X Fastener is used with oriented strand board (OSB) decks less than 5/8 inch (1.6 cm) in thickness or steel decks less than 22 gauge (.75 mm).

- C. For all projects, prior to project inspection by roof manufacturer, a final shop drawing must be approved by roof manufacturer.

#### 1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the original, unopened containers labeled with the manufacturer's name, brand name and installation instructions.
- B. Job site storage temperatures in excess of 90° F (32° C) may affect shelf life of curable materials (i.e., uncured flashings, adhesives, sealants, Primers, Splice Tape, Pourable Sealer and Pressure-Sensitive Flashings).
- C. When liquid adhesives and sealants are exposed to lower temperatures, restore to a minimum of 60° F (16° C) before use.
- D. Do not store adhesives containers with opened lids due to loss of solvent which will occur from flash off.
- E. Insulation and underlayment must be stored so it is kept dry and is protected from the elements. Store insulation on a skid and completely cover with a breathable material such as tarp or canvas. If the insulation is lightweight, it should be weighted to prevent possible wind damage.

#### 1.07 JOB CONDITIONS

- A. There is no maximum slope restriction for the application of this roofing system. On Brite-Ply Roofing Systems, a slope greater than 1/8 inch per horizontal foot (1 cm/m) is recommended to serve the long-term aesthetics.
- B. On retrofit - recover projects, existing roofing material must be investigated and wet material must be removed.
- C. Existing sprayed-in-place urethane roofs and Phenolic insulation must be removed.
- D. Coordination between various trades is essential to avoid unnecessary rooftop traffic over sections of the roof and to prevent damage to the membrane.
- E. **For Brite-Ply Roofing Systems**  
When aesthetics are of concern, Brite-Ply EPDM membrane should be protected and areas of concentrated traffic should be confined to preserve the white surface of the membrane.  
**Carlisle disclaims responsibility for the cleanliness or the discoloration of the membrane system caused by environmental conditions or resulting from initial installation.**

#### 1.06 WARRANTY

- A. Provide a **15 year Golden Seal Total System Warranty** including all fasteners and adhesives used in the roofing system or an approved 15 year warranty that matches Carlisle's warranty from the approved roof manufacturer. Warranty must be provided by roof manufacturer only. General Contractor's System Warranty will not be accepted as an alternate to this requirement.
- B. Follow manufacturer's requirements for use of all Carlisle supplied materials.
- C. Provide a **15 year Total System Warranty with extended wind speed coverage** (greater than 55 mph) or an approved 15 year warranty that matches Carlisle's warranty from the approved roof manufacturer. General Contractor's System Warranty will not be accepted as an alternate to this requirement.

Note: Due to various wind uplift coverages available, these projects must be reviewed by Carlisle to determine system enhancements that may be applicable.

PART 2: PRODUCTS

## 2.01 MEMBRANE

Basis of Design: Sure Seal (black) or Brite-Ply (white-on-black), or an approved equal.  
 .060 inch thick non-reinforced EPDM. For physical properties of the membrane, refer to the "Products" Section of the Carlisle technical manual.

## 2.02 ALTERNATE G-3:

Basis of Design: **Sure White**, .060 inch thick non-reinforced EPDM. For physical properties of the membrane, refer to the "Products" Section of the Carlisle technical manual.

## 2.03 INSULATION

A. Polyisocyanurate Board Roof Insulation

Ridged, cellular thermal insulation with polyisocyanurate closed-cell foam core and manufacturer's standard facing laminated to both sides, similar to Carlisle HPH. Surface Burning Characteristics: Maximum flame spread of 25.

B. ASTM C 1289-03 – Standard Specification for Faced Rigid Cellular Thermal Insulation Board.

C. ASTM C 1303 – Standard Test Method for Estimating the Long Term Change in the Thermal Resistance of Unfaced Closed Cell Plastic Foams by Slicing and Scaling Under Controlled Laboratory Conditions.

D. Compressive Strength: 25 psi.

E. Where tapered insulation is indicated to obtain roof slope, provide base layer of Polyiso additional tapered insulation as required for slope. 1/8" per foot tapered with 1/4" per foot tapered saddles/crickets).

All insulating material to be Carlisle Polyisocyanurate HPH or Carlisle Roof Membrane. If an approved equal roof system is accepted provide insulation that is recommended and approved by the roof manufacturer. Minimum two layers with staggered joints at least 2". (R=14.3x2, or 28.6), unless otherwise shown on the drawings.

B. Tapered Insulation Installation1. General

Extend insulation fill thickness as a single layer, over entire surface to be insulated, cutting and fitting tightly around obstructions. Form cant strips, crickets, saddles, and tapered areas with additional materials as shown and as required for proper drainage of membrane. Stagger all joints in one direction.

2. Do not install more insulation each day than can be covered with membrane before end of day and before start of inclement weather.

3. All insulation boards shall be butted together with no gaps greater than 1/4 inch. Gaps greater than 1/4 inch shall be filled with the same material.

4. The Contractor shall notify the Architect prior to installation of any substrate or structure on the existing roof deck.

## 2.04 RELATED MATERIALS

A. 90-8-30A Bonding Adhesive, Splice Cleaner, Splicing Cement, In-Seam Sealant, Lap Sealant, Primer, SecurTAPE, Cured EPDM Flashing. Pressure-Sensitive Flashing, uncured Elastoform Flashing, Seam Fastening Plates and RUSS (with the corresponding fasteners) are required for use with this roofing system. Other Carlisle products, such as, insulation, insulation fasteners, adhesives edgings and termination bars are also required when a 10 or 15 year Total System Warranty is specified.

- B. Other Products: B500 Water Based Bonding Adhesive, Walkway Pads/Rolls, Pre-Molded Pipe Seals, Cured EPDM Flashing, Pressure-Sensitive Inside/Outside Corners, Pipe Seals and Pourable Sealer Pockets.

### PART 3: EXECUTION

#### 3.01 GENERAL

- A. When feasible, begin the application at the highest point of the highest roof level and work to the lowest point to prevent moisture infiltration and to minimize construction traffic on completed sections. This will include completion of all flashings and terminations.
- B. Follow criteria outlined in the "Design Criteria" Section of Carlisle's technical manual to prepare the roof deck or the substrate prior to the application of the new roofing system.

#### 3.02 ROOF DECK CRITERIA

- A. A proper substrate shall be provided by the building owner. The structure shall be sufficient to withstand normal construction loads and live loads.
- B. Defects in the roof deck must be reported and documented to the specifier, general contractor and building owner for assessment. The Carlisle Authorized Roofing applicator shall not proceed unless the defects are corrected.
- C. Acceptable decks and the applicable Sure-Seal Fasteners:
  - 1. **Steel, 22 gauge (.75 mm) or heavier** - Sure-Seal HP or HP-X Fasteners are recommended with a minimum pullout of 360 pounds (163 kg) per fastener.
  - 2. **Steel decks lighter than 22 gauge (.75 mm)** - Sure-Seal HP or HP-X Fasteners are recommended with a minimum pullout of 300 pounds (136 kg) per fastener.
  - 3. **Wood Plank or minimum 15/32 inch (12 mm) thick Plywood** - Sure-Seal HP or HP-X Fasteners are recommended with a minimum pullout of 360 pounds.

#### 3.03 SUBSTRATE PREPARATION

- A. On retrofit-recover projects, cut and remove wet insulation, as identified by the specifier, and fill all voids with new insulation so that it is relatively flush.
- B. For all projects, the substrate must be even without noticeable high spots or depressions, and must be free of accumulated water, ice or snow.
- C. Clear the substrate of debris and foreign material. Fresh bitumen based roof cement must be removed or concealed.

#### 3.04 INSTALLATION

Refer to the applicable Material Safety Data Sheets and Technical Data Bulletins for cautions and warnings.

##### A. Insulation Attachment

- 1. Sure-Seal Insulation shall be mechanically fastened to the roof deck with 1 insulation fastener and plate per every 2 square feet (1860 cm<sup>2</sup>) of insulation except as follows:  
For minimum 22 gauge (.75 mm) steel, structural concrete or minimum 15/32 (12 mm) plywood decks.
  - a. Sure-Seal Polyisocyanurate Insulation, 1-1/2 inch (3.8 mm) thick or greater (used as the top layer) may be fastened at the minimum rate of 1 per 3.2 square feet (10 fasteners per 4'x8' board).
  - b. Sure-Seal Polyisocyanurate Insulation, 2 inch (5 mm) thick or greater (used as the top layer) may be fastened at the rate of 1 fastener and plate every 4 square feet (3720 cm<sup>2</sup>).
  - c. **On reroof/no tearoff projects** with a maximum roof height of 40 feet (12 m), Sure-Seal insulation (i.e., HP Recovery Board or Polyisocyanurate less than 1-1/2" thick) may be

secured at the minimum rate of 11 fasteners per 4'x8' board (5 fasteners per 4'x4' board). This option is not applicable for 15 year Total System Warranty projects or projects where extended wind speed coverage (greater than 55 mph) is desired.

2. Insulations by others (when promoted by the respective manufacturer and accepted by Carlisle) shall be mechanically fastened to the roof deck with 1 insulation fastener and plate for every 2 square feet (1860 cm<sup>2</sup>) of insulation unless otherwise approved in writing by the respective manufacturer.
3. When mechanical attachment of the insulation is not desired, an alternate insulation attachment method may be specified which incorporates the use of Sure-Seal FAST Adhesive or a solid mopping of hot asphalt and a recommended series of grid nailers which subdivide the entire roof area into smaller sections of 2400 square feet (223 m<sup>2</sup>) maximum.

#### B. Membrane Installation

1. Fully adhere the EPDM membrane to the acceptable substrate with 90-8-30A Bonding Adhesive or B-500 Water Based Bonding Adhesive at the rate specified on the container label.

Note: B-500 Water Based Bonding Adhesive can only be specified on projects to be installed when the ambient temperature is 40° F (5°C) and rising.

2. Overlap adjacent EPDM membrane sheets a minimum of 3 inches (8 cm).
3. Membrane Splicing With Splicing Cement
  - a. **When using Sure-Seal (black) PRE-KLEENED EPDM membrane**, cleaning the splice area is not required unless the membrane has been contaminated with field dirt, adhesive or other residue. To remove accumulated dirt, footprints, etc., scrub the membrane sheets with Splice Cleaner or HP-250 Primer.
  - b. **If PRE-KLEENED membrane is not used**, the splice area on both membrane sheets must be scrubbed with Splice Cleaner or HP-250 Primer.
  - c. Apply Splicing Cement at the rate of approximately 120 linear feet (37 m per gallon (3.78 l)). Just prior to closing the splice, apply a 1/8 inch to 1/4 inch (3 to 6 mm) diameter bead of In-Seam Sealant 1/2 inch (13 mm) from the inside edge of the bottom membrane sheet and a minimum of 2 inches (5 cm) from the lead edge.
  - d. Roll the top membrane sheet onto the mating surface and roll the splice with a 2 inch (5 cm) steel roller.
  - e. After adjoining membrane sheets have been spliced together, wait a minimum of 2 hours and clean exposed edge of splice (when applicable) with Splice Cleaner or Primer. Apply a 5/16 inch (8 mm) diameter bead of Lap Sealant. Feather Lap Sealant to completely cover the splice edge.
4. Membrane Splicing with SecurTAPE
  - a. Apply Sure-Seal Primer to the splice area.
  - b. Position SecurTAPE onto bottom membrane sheet with the edge of the release film along a line marked 1/2 inch (13 mm) out from the top sheet. Press tape onto sheet using hand pressure, overlapping tape roll ends a minimum of 1 inch (2.5 cm).
  - c. Remove the release film and press top sheet onto tape using hand pressure. Roll the splice with a 2 inch (5 cm) wide steel roller.
  - d. Install a 6 inch (15.5 cm) wide section of Pressure Sensitive Flashing or Elastoform over all field splice intersections and seal edges of flashing with Lap Sealant.
  - e. The use of Lap Sealant with tape splices is optional except at cut edges of reinforced membrane and at tape overlaps.

#### C. Additional Membrane Securement

EPDM membrane must be secured at the perimeter of each roof level, roof section, expansion joint, curb, skylight, interior wall, penthouse, etc., at any angle change which exceeds 2 inches in one horizontal foot (16 cm/m), and at other penetrations in accordance with Carlisle's details. Additional membrane securement may be provided by RUSS (Reinforced Universal Securement Strip) of Seam Fastening Plates.

**D. Membrane Flashing**

1. When feasible, flash all penetrations and walls with Cured EPDM membrane of Flashing.
2. Uncured Elastoform Flashing and Pressure-Sensitive Uncured Flashing shall be limited to overlay vertical seams (as required at angle changes) or to flash inside and outside corners, scuppers, pourable sealer pockets and other penetrations or unusually shaped walls where the use of cured membrane flashing or Pressure-Sensitive Flashing (semi-cured) is not practical.
3. Carlisle's prefabricated accessories (Pre-Molded Pipe Seals and Pressure-Sensitive Products; such as, Flashing, Pourable Sealer Pockets, Pipe Seals and Inside/Outside Corners) should be used, when feasible, in lieu of uncured Elastoform Flashing.
4. When using Pressure-Sensitive Flashing (semi-cured only) to overlay Fastening Plates or metal edging flanges, etc., Sure-Seal Primer must be used to clean the membrane and metal surfaces. Lap Sealant is optional on straight runs of Pressure-Sensitive Flashing and around Pressure-Sensitive Pipe Seals.
5. Terminate the flashing in accordance with an appropriate Carlisle U-9 Termination.

**E. Other Related Work**

1. **Walkways** are required at all traffic concentration points (i.e., roof hatches, access doors, rooftop ladders, etc.), regardless of traffic frequency. Walkways are also required if regular maintenance (once a month or more) is necessary to service rooftop equipment. Walkways are considered a maintenance item and are excluded from the Carlisle Warranty.
  - a. Carlisle Walkway Pads/Rolls must be adhered to the membrane with Splicing Cement or SecurTape. Pressure-sensitive Walkway Pads (with SecurTape pre-applied to the walkway underside) are also available.
  - b. Smooth concrete pavers, when used, shall be loose laid over a slip sheet of cured membrane or 2 layers of HP Protective Mat.
  - c. Sure-Seal Interlocking Rubber Pavers can be placed directly over the membrane. Installation instruction sheets are available from Carlisle.
  - d. Pavers are not recommended when the roof slope is greater than 2 inches per one horizontal foot (16 cm/m).
2. **Copings, counterflashing and other metal work**, not supplied by Carlisle, shall be fastened to prevent the metal from pulling free or buckling and sealed to prevent moisture from entering the roofing system or building.

END OF SECTION 07 51 11

07 62 00  
SHEET METAL FLASHING AND TRIM

## PART 1 –GENERAL

## 1.01 GENERAL REQUIREMENTS

Work of this section, as shown or specified, shall be in accordance with the requirements of the contract documents.

## 1.02 SCOPE OF WORK

## A. GENERAL STATEMENT:

Coordinate all work closely with Owner's Representative as it relates to the installation of the sheet metal flashing and trim. Sheet metal flashing and trim will be installed as identified in the project specifications and drawings.

Closely inspect any uncovered condition and alert Owner or his Representative to any condition that may interfere with the performance of the sheet metal flashing and trim.

## B. INTENT OF SPECIFICATION:

It is the intent of this specification to provide sheet metal flashing and trim that is integrated with the roof and wall system, to provide a weather-resistant building envelope system. The sheet metal flashing and trim must be able to withstand the applicable live (i.e. wind) and dead loads.

## C. SUMMARY:

1. This section includes, but is not limited to:
  - a. Counterflashings and Receivers
  - b. Roof Edge Metal Systems
  - c. Miscellaneous Sheet Metal Flashing

## 1.03 RELATED SPECIFICATIONS

The work of this part shall be in accordance with the applicable requirements of the following:

- |              |                      |
|--------------|----------------------|
| DIVISION 1 – | General Requirements |
| 07 51 11 –   | Membrane System      |

## 1.04 DEFINITIONS

- A. SMACNA – Sheet Metal and Air Conditioning Contractors National Association, Inc.
- B. NRCA – National Roofing Contractors Association
- C. ANSI/SPRI – American National Standards Institute/Single-Ply Roofing Institute
- D. ASCE – American Society of Civil Engineers
- E. Shop or Field-Formed Sheet Metal – Include components that will be formed or fabricated in the field or at the contractor's shop. Fabrication of sheet metal flashing and trim is predominantly by press brake-forming.

- F. Prefabricated or Manufactured Sheet Metal – Items that are plant manufactured and ready for installation upon receipt.

#### 1.05 SYSTEM DESCRIPTION

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install flashings to comply with recommendations of FM Global Loss Prevention Data Sheet 1-49 and ASCE 7 for the following zones:
  - 1. Zone 1 (Corner Areas) – Wind Uplift Pressure = 17 psf.
  - 2. Zone 2 (Perimeter Areas) – Wind Uplift Pressure = 29 psf.
  - 3. Zone 3 (Field Areas) – Wind Uplift Pressure = 43 psf.
  - 4. Zone 4 (Wall Field Areas) – Wind Outward Pressure = 17 psf.
  - 5. Zone 5 (Wall Corner Areas) – Wind Outward Pressure = 21 psf.
- C. Thermal Movements – Provide sheet metal flashing and trim that allows for thermal movements resulting from the following maximum change in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 degrees F., ambient and 200 degrees F., material surfaces
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration into the building in driving rain conditions.

#### 1.06 SUBMITTALS

- A. Shop Drawings:
  - 1. Identify material, thickness, and finish for each item and location in project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions. Note: These are reviewed only for conformance with the specification requirement. The contractor is responsible to verify the field conditions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
- B. Product Data:

Submit manufacturer's product data, installation instructions, and general recommendations for each type of material, accessory, and product specified.
- C. Quality Assurance:
  - 1. Shop-Formed Material – Provide 6" square material sample for each material that is to be an exposed finish.
  - 2. Manufactured Sheet Metal – Provide a 12" long assembly sample for each item.
- D. Warranty:

1. Provide sample warranty per the project specification.

E. NOTE: If requested by the Architect, provide ASCE 7 calculations for the project for review.

#### 1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect materials from weather, deformation, and other damage during delivery, storage, and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with opaque tarps to prevent condensation. Do not store sheet metal flashings and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
- D. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation. Remove strippable protective covering after installation is complete.

#### 1.08 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with the provisions of the following codes and standards, except as otherwise shown or specified:
  - 1. SMACNA and NRCA – Except as otherwise indicated, the workmanship of sheet metal work, method for forming joints, thickness requirements, anchoring, cleating, and provisions for expansion shall conform to the standard details and recommendations of the SMACNA – Architectural Sheet Metal Manual, Sixth Edition and NRCA – Roofing and Waterproofing Manual. If there is a discrepancy between these references and the project specifications and drawings, the more strict requirements shall govern.
  - 2. ANSI/SPRI – All edge metal and coping assemblies (except gutter systems) shall be designed and testing in accordance with ANSI/SPRI ES-1.
- B. Qualifications:
  - 1. Where manufactured systems are specified, other field fabricated or shop/field fabricated substitutions will not be accepted, unless otherwise approved by the Owner's Representative.

#### 1.09 WARRANTY

- A. Finish Warranty – The material manufacturer shall agree to repair finish or replace manufactured roof accessories that show evidence of deterioration of factory-applied finishes within the specified warranty period.
  - 2. Kynar 500 Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D-2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D-4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 3. Warranty Period: 20-years

### PART 2 – PRODUCTS

#### 2.01 PRE-PAINTED SHEET METAL (All exposed sheet metal requires pre-paint finish with color selected by Owner)

- A. Pre-Painted Steel Sheets and Finishes for Manufactured Systems: Steel sheets coated by the hot-dip process and prepainted by the coil coating process to comply with ASTM A-755.
1. Aluminum Zinc Alloy-Coated Steel Sheet (Galvalume): ASTM A-792, Class AZ50 coating designation, Grade 40 (Class ASM150 coating designation, Grade 275); structural quality.
  2. Material Thickness: 24-Gauge Minimum, unless noted otherwise.
  3. Exposed Finish:
    - a. High Performance Organic Finish: Prepare, pre-treat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's written instructions.
    - b. Fluoropolymer 2-Coat System: Manufacturer's standard 2-coat, thermo-cured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with physical properties and coating performance requirements of AAMA 2605, except as modified below:
      - i. Humidity Resistance: 2,000 hours
      - ii. Salt Spray Resistance: 2,000 hours
    - c. Color: Selected by Owner from Manufacturer's Standard Colors
  4. Manufacturers:
    - a. MBCI, Houston, Texas
    - b. Dimensional Metals Incorporated (DMI), Reynoldsburg, Ohio
    - c. Architectural Metal Systems (AMS), Eufaula, Alabama

## 2.02 ROOF EDGE FLASHING

- A. Gravel Stop System shall be a three-part assembly consisting of continuous galvanized steel water dam, exterior fascia and continuous compression clamp with fasteners.
1. Formed metal fascia: 24 gauge galvanized steel with Kynar prefinish in standard colors. Color to be selected by Architect.
  2. Fascia: Std. 10 foot (3048 mm) lengths with matching concealed joint splice plates.
  3. Water dam cant: Std. 10 foot (3048 mm) length of commercial type G90 galvanized steel.
- B. Compression clamp: Formed .032" aluminum of 10'-0" (3048 mm) lengths with prepunched fastener holes at 18" (457 mm) on center.
- C. Compression clamp Fasteners provided by manufacturer: #12 x 1-1/4" (32 mm) corrosion coated screws; hex head and conical neoprene washers. Other Fasteners: Stainless steel 1-1/2" ring shank roofing nail as provided by manufacturer.

## 2.03 COUNTERFLASHING

- A. Shop-Formed Counterflashing:
1. Material: Match existing or minimum 24-gauge with Aluminum Zinc Alloy-Coated Steel Sheet (Galvalume): ASTM A-792, Class AZ50 coating designation.
  2. Length: 10 feet
  3. Color: Prefinished, color to match copings or adjacent material.
- B. Receivers:

1. Material: 24-gauge type 304 stainless steel
2. Length: 10 feet

## 2.04 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. General: Provide materials and types of fasteners, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Same metal as flashing or sheet metal, or other non-corrosive metal. Match finish of exposed heads with material being fastened. Provide wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  - a. Masonry Fasteners: ¼" screw-type masonry anchor.
  - b. Sheet Metal Fasteners: #14 Self-drilling, self-tapping, stainless steel screw.
  - c. Locking washered fasteners – Fab-Loc 5/16 fastener with 1" diameter sealing washer.
  - d. Blind Fasteners: 1/8" stainless steel pop-rivet.
  - e. Wood Fasteners: #10 pancake head screw or 1-1/2" ring-shanked galvanized roofing nails for areas where membrane is installed over the fasteners.
  - f. Where fasteners will be in contact with treated wood with preservative chemicals, provide fasteners and anchorage that are stainless steel or with a coating recommended by the manufacturer for use with treated woods and pass FM 4470 for corrosion resistance.
  - g. Expanding type anchors are not permitted.
- C. Metal Lap Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant.
- D. Elastomeric Sealant: One or two component polyurethane sealant, complying with ASTM C-920, Type S, Grade NS, Class 25, Use NT, M, A, G, and I.
- E. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, non-corrosive, size and gauge required to resist the specified loads.
- F. Sealing Tape: Pressure sensitive, 100 percent solids, polyisobutylene compound sealing tape with release paper backing. Provide permanently elastic, non-sag, non-toxic, non-staining tape. Width shall be 3/4" unless noted otherwise.
- G. Sealing Washers: Composite stainless steel washer with 0.060" EPDM bonded to the washer. These shall be utilized at all exposed fastener locations.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine all substrates to receive sheet metal flashings and trim. If any unsatisfactory conditions exist, the Owner's Representative shall be notified and no work shall proceed until unsatisfactory conditions are corrected.

### 3.02 PREPARATION

- A. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by providing a permanent separation layer as recommended by the material manufacturers.

### 3.03 INSTALLATION

- A. Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA – "Architectural Sheet Metal Manual".
- B. Install work with provisions for thermal expansion of flashings, gravel stops, fascia, and other items exposed for more than 10 feet continuous length. Maintain a watertight installation at

expansion joint seams. Locate gutter expansion joints where indicated, or if not indicated, at a maximum of 50' on-center.

- C. Torch cutting or abrasive grinding of sheet metal flashing and trim is not permitted.
- D. Sheet metal work shall be watertight and weathertight; lines, breaks, and angles sharp and true, plain surfaces free from waves and buckles. Workmen shall be experienced in the trade and thoroughly capable of performing the work in accordance with these requirements.
- E. Seal joints with metal lap sealant as required for watertight construction.

#### 3.04 ROOF EDGE FLASHING

- A. Install as recommended by the manufacturer.
- B. The top of all walls shall be covered with waterproofing membrane prior to the installation of the edge metal system.
- C. If fasteners penetrate the horizontal portion of the membrane, sealing tape shall be installed on the membrane at each fastener location.
- D. Provide splice plates and other accessories required for complete installation.

#### 3.05 COPING CAPS

- A. Install as recommended by the manufacturer.
- B. The top of all walls shall be covered with waterproofing membrane prior to the installation of the edge metal system.
- C. If fasteners penetrate the horizontal portion of the membrane, sealing tape shall be installed on the membrane at each fastener location.
- D. Provide splice plates and other accessories required for complete installation.

#### 3.06 COUNTERFLASHING

- A. Counterflashings shall be installed as a slip-type or reglet type counterflashing. Surface-mounted counterflashings are only to be used with permission of Owner's Representative.
- B. Counterflashing shall be fabricated and installed to prevent horizontal surfaces that can pond water.
- C. Counterflashing shall extend a minimum of 3" below top of base flashing and overlap 4" at the vertical joints.
- D. Counterflashings shall extend vertically behind the existing flashing components a minimum of 3" to prevent wind-driven rain.
- E. Reglet-type counterflashing shall extend into the reglet a minimum of 1-1/2" into the reglet. The counterflashing shall be secured with the appropriate type fastener with sealing washers at 16" on-center.
- F. The bottom edge of the counterflashing shall be formed tight against the roofing material but shall not cut into the roofing material.

- G. The counterflashing shall have end caps installed at all terminations.

### 3.07 INSTALLATION – METAL FLASHING

- A. Joints minimum 4 inches and bed laps in butyl sealant.
- B. Seal work projecting through or mounted on roofing with roof system manufacture-approved sealant materials and make weathertight.

### 3.08 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings or cuttings, pop rivet stems, and pieces of metal flashing. Maintain a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### 3.09 WORKMANSHIP

Work that does not conform to specified requirement including tolerances and finishes, shall be corrected and/or replaced as directed by the Consultant, at Contractor's expense, without extension of time. Therefore, Contractor shall also be responsible for cost of corrections to any Work affected by or resulting from correction to work of this Section.

END OF 07 62 00



SECTION 077233  
ROOF HATCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. Work Included: Provide factory-fabricated roof hatches for ladder access and ladder safety post.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001:2008 Quality Standards including in-house engineering for product design activities.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-ventilated area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

1.5 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

PART 2 - PRODUCTS

2.1 MANUFACTURER (ROOF HATCH)

- A. Basis-of-Design Manufacturer: Type S Roof Hatch by The Bilco Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-933-8478, Web: www.bilco.com.

2.2 ROOF HATCH

- A. Furnish and install where indicated on plans metal roof hatch Type S, size width: 36" (914mm) x length: 30" (762mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

- B. Performance characteristics:
1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m<sup>2</sup>) with a maximum deflection of 1/150th of the span and a 140 psf (684 kg/m<sup>2</sup>) wind uplift for galvanized steel (Type S-20) roof hatches or 20 psf (97 kg/m<sup>2</sup>) for stainless steel (Type S-90) roof hatches cover and galvanized steel curb (Type S-40).
  2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
  3. Operation of the cover shall not be affected by temperature.
  4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
  5. Galvanized steel (Type S-20) roof hatches shall be Miami-Dade Product approved (NOA No. 14-0708.07 Expiration Date: December 2, 2019), meeting large and small missile impact requirements. Florida Product Approval #FL15110.
- C. Cover: Shall be 14 gauge (1.9mm) paint bond G-90 galvanized steel with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by a metal liner 22 gauge (.8mm) paint bond G-90 galvanized steel.
- E. Curb: Shall be 12" (305mm) in height and of 14 gauge (1.9mm) paint bond G-90 galvanized steel. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal cap flashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe.
- H. Hardware
1. Heavy pintle hinges shall be provided
  2. Cover shall be equipped with a spring latch with interior and exterior turn handles
  3. Roof hatch shall be equipped with interior and exterior padlock hasps.
  4. The latch strike shall be a stamped component bolted to the curb assembly.
  5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
  6. Compression spring tubes shall be an anti-corrosive composite material and all other hardware shall be zinc plated and chromate sealed.
  7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.
- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

### 2.3 MANUFACTURER (LADDER SAFETY POST)

- A. Basis-of-Design Manufacturer: Type LU Ladder Safety Post by The Bilco Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-933-8478, Web: www.bilco.com. Comply with the following:

### 2.4 LADDER SAFETY POST

- A. Furnish and install where indicated on plans ladder safety post Model LU-1. The ladder safety post shall be pre-assembled from the manufacturer.
- B. Performance characteristics:
  - 1. Tubular post shall lock automatically when fully extended.
  - 2. Safety post shall have controlled upward and downward movement.
  - 3. Release lever shall disengage the post to allow it to be returned to its lowered position.
  - 4. Post shall have adjustable mounting brackets to fit ladder rung spacing up to 14" (356mm) on center and clamp brackets to accommodate ladder rungs up to 1-3/4" (44mm) in diameter.
- C. Post: Shall be manufactured of high strength square tubing. A pull up loop shall be provided at the upper end of the post to facilitate raising the post.
- D. Material of construction: Shall be steel.
- E. Balancing spring: A stainless steel spring balancing mechanism shall be provided to provide smooth, easy, controlled operation when raising and lowering the safety post.
- F. Hardware: All mounting hardware shall be Type 316 stainless steel.
- G. Finishes: Factory finish shall be yellow powder coat steel.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
  - 1. Test units for proper function and adjust until proper operation is achieved.
  - 2. Repair finishes damaged during installation.
  - 3. Restore finishes so no evidence remains of corrective work.

### 3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.

END OF SECTION



SECTION 07 92 00  
BUILDING CAULKING AND SEALANTS

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS:

The work of this section, as shown or specified, shall be in accordance with the requirements of the contract documents.

1.02 SCOPE OF WORK

- A. The work under this section consists of furnishing all labor and materials necessary for the installation of caulking indicated on the Drawings or specified herein. Caulking shall include, but not necessarily be limited to exterior joints, expansion and control joints, joints between sheet metal frames and adjacent materials and isolation joints.
- B. Before purchase of each specified sealant, investigate its compatibility with the joint surfaces, joint fillers and other materials in the joint system. Provide only those that are known to be fully compatible with the actual installation condition as shown by manufacturer's published data or certification.

C. SITE CLEAN-UP

Remove all rubbish from the Owner's premises each day in compliance with all applicable local regulations. Dumpsters shall be placed at locations per Owner's Representative instructions. Rubbish placed in approved spot locations for future removal shall be placed out of view of general public and shall be confined within tarps and/or plastic bags and stored in secure manner to prevent wind blown debris.

1.03 UNIT PRICES - N/A

1.04 RELATED SPECIFICATIONS

The work of this part shall be in accordance with the applicable requirements of the following:  
07 62 00 Sheet Metal Flashing and Trim

1.05 STANDARD REFERENCES

- A. Federal Specification TT-S-00230C, Type II, Class A.
- B. ASTM C 920-87, Type S, Grade NS, Class 25, Use NT, M, and A.
- C. "Fenestration Sealants Guide Manual," 850-91, American Architectural Manufacturers Association, 1991.
- D. ASTM C 1193 - Guide for Use of Joint Sealants.
- E. Corps of Engineers CRD-C541-88, Type II, Class A.
- F. Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing, U.S. Department of Housing and Urban Development (HUD).

- H. Sonneborn Specifications Manual.
- I. Silka Specification Manual.
- J. Mameco Vulkem Specification Manual.

#### 1.06 SUBMITTALS

It is mandatory that a Post Award Meeting be held (on site, if required by Consultant) prior to the submittal process, within ten (10) business days of the contract award letter. The meeting shall be attended by the Contractor's Representative(s), Contractor's Project Manager / Superintendent, Contractor's Structural Engineer (where applicable), and the Owner's Representative(s). In cases where it is deemed necessary by the Consultant's Project Administrator, the material manufacturer(s)'s technical representative shall also be in attendance. The mandatory Post Award Meeting schedule shall be coordinated by the Consultant's Project Administrator. This is a clarification and coordination meeting designed to involve all parties that will be associated with design criteria, engineering, management, ordering, assembling, production, and shipping of materials for the project.

##### 1. Product Data:

Submit four (4) copies of manufacturer's product data, MSDS sheets, application specifications, and testing data for approval prior to applying any cleaning materials.

##### 2. Applicator Certification:

The sealant system applicator shall supply written evidence of being licensed or approved by the manufacturers whose materials are being used. Four (4) copies of the certification are required.

#### 1.07 PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver all materials in unopened containers and/or packages bearing the manufacturer's name and brand identification. Store materials in a dry, protected area between 40 degrees F and 100 degrees F away from heat, flames, sparks, or direct sunlight. If exposed to lower temperatures, provide certification from the manufacturer that freezing temperatures will not adversely affect the materials use. Damaged materials shall be replaced at Contractor's expense. All materials must be stored in closed, fire-resistant, weathertight containers in a safe area away from the building to comply with fire safety. NOTE: Interior of project building and roof top storage is prohibited. Prior to application, material should be stored at 70 - 80 degrees F for a minimum of 24 hours. Provide adequately sized Halon-type fire extinguishers at storage and application locations.

#### 1.08 WEATHER LIMITATIONS ON WORK

Caulking and sealant system application shall not be done during precipitation and shall not be started in the event there is a high probability of precipitation during the on-going work.

At ambient temperatures of 40 degrees F and below, including wind chill, precautions must be taken to ensure that temperature susceptible materials maintain their minimum acceptable temperature at the point of application as recommended by the sealant materials manufacturer.

#### 1.09 EQUIPMENT

All methods employed in performing the Work and all equipment, tools, and machinery used for handling materials and executing any part of the Work shall be subject to the approval of the Owner's Representative before the Work is started and whenever found unsatisfactory shall be changed and improved as required.

1.10 GUARANTEES AND MAINTENANCE

The Contractor shall provide a written certification stating that the Contractor has prepared and applied the materials per the requirements of this specification and in conformance with the manufacturer's installation instructions.

The Contractor shall furnish to the Owner, the manufacturer's standard Guaranty for watertightness. The guaranty shall include material. Materials covered under this guaranty shall be defined as all materials sold and/or provided by the materials manufacturer. The guaranty shall not be pro-rated and shall be without limit to the financial obligation as provided by the guaranty.

Upon completion of any problem investigation, the Contractor shall submit to the Owner's Representative adequate documentation (samples, photographs, etc.) describing the problem encountered. At that time a determination shall be undertaken as to the probable cause of the leak. Financial responsibility shall be awarded to the source at fault.

NOTE: The Effective Date of the Warranty/Guarantee shall not be prior to the date of Substantial Completion.

PART 2 - MATERIALS

2.01 MATERIALS GOVERNING SPECIFICATIONS

A. Sealant For Exposed Joints

- 1. Sealant for exposed joints shall be a non-sag type, one-component moisture curing polyurethane, for application on all surfaces, unless noted otherwise.

TYPICAL PROPERTIES

Service temperature range	-40 to 180 deg. F.
Expected Life	Up to 20 years
Shrinkage	None
Tensile Strength (ASTM D412)	200 psi
Elongation Ultimate (ASTM D412)	1000%
Hardness, Shore A	25-30
Accelerated weathering (Xenon Arc, 3000 hours)	No Elastomeric Property Change

Sealant shall be one of the following or approved equal:

- a. Sonneborn Sonelastic NP-1\_ one part-moisture curing polyurethane
  - a. Silka Sikaflex 1a – one part- moisture curing polyurethane
  - b. Mameco Vulkem 116 – one part- moisture curing polyurethane
- 2. Primer: Sealant manufacturer-approved primer is required at all locations requiring sealant.
    - a. A high-solid, low-VOC, solvent-based primer for priming joints and substrates before application of sealant.

3. Control Joints: Backing shall be closed cell foam rod such as "Minicel Backer Rod" by Haskon Industries, Inc. or approved equal, in sizes comparable to joint widths. Bond breaker and primer shall be as recommended by the caulking manufacturer. Purpose of the backing is to prevent bonding of sealant to back of joint. Sealant shall bond only to opposing sides of joint.
4. Color of sealant and caulking shall match as near as possible to adjacent materials and/or existing sealants (final color selection by Owner).

#### B. Metal Lap Sealant

1. Metal Lap Sealant: Polyisobutylene; extrudable sealant, non-migratory, nondrying, and non-skinning synthetic elastomer base material conforming to the national Association of Architectural Metal Manufacturer's (NAAMM) Standard SS-1a-68, and except for the "tack free time", shall conform to the performance requirements of Federal Specification TTC-598-b Type 1.
2. Primer: Sealant manufacturer-approved primer is required at all locations requiring sealant.
  - a. A high-solid, low-VOC, solvent-based primer for priming joints and substrates before application of sealant.
3. Manufacturers:
  - a. Sealant/MasticPrimer:
    - Sonneborn Primer 733, ChemRex, Inc., Shakopee, MN
    - Sikaflex Primers, Sika Corporation, Madison Heights, MI
  - b. Metal Lap Sealant:
    - Sikalastomer – 511, Sika Corporation, Madison Heights, MI (or approved equal)
    - SM 5430 (SSR Sealant), Schnee-Morehead, Irving, TX

## 2.02 REJECTED MATERIALS

The Owner's Representative shall have the right to inspect all materials brought to or stored at the job site. Those materials that do not comply with the above requirements shall be removed from the Owner's premises within two (2) hours of verbal notification to the person designated by the Contractor to be the lead on site supervisor. The verbal notification will be by the Owner's Representative, which will be followed by written confirmation.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. A pre-job conference, including the Owner's Representative and Contractor, shall be conducted prior to commencement of the Caulking or sealing Work.
- B. Contractor shall verify that investigation of all Work that may affect the General Public, Owner, and Owner's tenants has been completed and adequate precautions have been implemented.

### 3.02 PREPARATION

- A. Contractor shall investigate all air intake ventilators, HVAC, open windows, and related equipment in the immediate and down wind area of the Work. Equipment or openings which may

allow debris, dust, dirt, and fumes into the interior of the building shall be shut down and/or sealed. Contractor shall coordinate the closing of HVAC equipment with the Owner's Consultant.

- B. Removal of existing caulking and sealing materials shall be performed in a way to provide Owner with a watertight system at all times during construction.
- C. In joints up to one-half inch (1/2") wide the depth of the sealant or caulking in the joint should be the same as the width. The minimum width of vertical control joints shall be 1/2" wide. In wider joints, the depth of sealant or caulking should be maintained at one-half inch (1/2") minimum unless otherwise indicated on the project drawings.
- D. Where adequate grooves for caulking have not been provided, grooves shall be prepared by cutting and cleaning out the mortar to the minimum depth and by grinding to the minimum width, taking care that adjoining metal work is not reduced in section.
- E. Thoroughly clean all joints, removing all foreign matter such as mortar, dust, oil, grease, water, surface dirt and frost. Just prior to caulking porous material, such as concrete or masonry, clean where necessary by grinding, blast-cleaning, mechanical abrading, acid washing, or combination of these methods as required to provide a clean, sound base surface for sealant adhesion. Loose particles present or resulting from cleaning operations shall be removed by blowing out joints with oil-free compressed air, prior to application of primer or sealing material.  
  
Nonporous surfaces such as metal and glass, shall be cleaned either mechanically or chemically. Protective coatings on metallic surfaces shall be removed by a solvent that leaves no residue. Solvent shall be used with clean, white cloths and wiped dry with clean, dry white cloths. Do not allow solvent to air dry without wiping.
- F. Joints to receive sealant, caulking, back-up material or preformed joint filler shall be cleaned out, raked to full width and depth as required to accommodate specified back-up material or preformed joint filler and sealing material. If surface treatments are present, test for adhesion before proceeding with sealing work.
- G. Where a suitable mortar backstop has not been provided, the back of joint grooves shall be packed tightly with backer rod.
- H. Protection of Adjacent Surfaces: Use masking tape to protect areas adjacent to joints from smearing or staining, and to facilitate tooling of sealing material. Masking tape shall be used prior to priming.

### 3.03 APPLICATION

#### A. Sealant for Exposed Joints

Application of the Caulking and Sealing Materials shall be in accordance with the manufacturer's recommendations and instructions, additional requirements of the project specifications and drawings, and the following requirements:

All work shall be conducted in a workmanship-like manner, protecting the building, building interior, and building occupants at all times during the Work.

1. Prime surfaces with primer specified by material manufacturer, and allow to dry before applying sealing material. Priming and sealing must be done on the same workday.
2. Install back-up material or joint filler of type and size required at proper depth in joint to provide dimensions as required. Back-up material shall be of suitable size and shape so that, when compressed (25 to 50%), it will fit in joints as required. Sealing material shall

not be applied without back-up material and, if necessary, bond breaker strip. When using back-up of hose or rod stock, roll the material into the joint to avoid lengthwise stretching. Hose or rod stock shall not be twisted or braided. Use bond-breaker strip between sealing material and supporting type back-up material. Bond-breaker strip shall be used in all joints at concrete surfaces, in continuous strips in alignment with joint edge. Remove tape immediately after joints have been sealed and tooled as directed.

3. "Tooling" of sealing materials is necessary for complete filling of voids as well as to provide maximum contact with the surface to which the sealing materials are to be applied. Solutions often used to facilitate tooling, such as solvents, detergents, or soapy water will not be permitted. Where white or light colored sealing material is used, tooling shall be done with dry tools or wet only with clean water.
4. Follow sealant and caulking manufacturer's instructions regarding mixing, surface preparation, priming, pot life and application procedure. Apply, tool and finish sealing material as required. Do not apply sealing material when air temperature is below 45 deg.F or during wet or humid weather. Sealing material at vertical surfaces shall be applied with regular hand caulking gun or air pressure gun. Apply sealing material in full bead and force into joint with sufficient pressure to force out all air. Joints shall be tooled to compress the compound into the joint. Point sealing material with beading tool or a soft moistened brush for flush work, and a covering tool for internal angles.
5. Upon completion of the caulking any caulked joints not entirely filled shall be roughened and filled as specified and exposed surface tooled smooth.

B. Non-Exposed Metal Lap Sealant (Polyisobutylene)

1. Prime surfaces with primer specified by material manufacturer and allow to dry before applying sealing material. Priming and sealing must be done on the same workday.
2. Apply sealant materials necessary for complete filling of voids as well as to provide maximum contact with the surface to which sealing materials are to be applied.
3. Polyisobutylene sealant shall not be exposed outside of the metal lap and shall be completely separated from any and all surface sealants used for exposed joints.

3.04 CLEANING

- A. The surfaces of all materials adjoining caulked joints shall be cleaned of smears of compound or other soiling resulting from caulking application.
- B. On non-porous surfaces, excess uncured sealing material shall be removed with a solvent moistened cloth immediately.
- C. On porous surfaces, excess sealing material shall be allowed to cure overnight, then removed by lightly wire brushing or sanding.
- D. Clean adjacent surfaces free of sealing material or soiling resulting from this work as work progresses. Use solvent or cleaning agent as recommended by sealing material manufacturer. All finish work shall be left in a neat, clean condition.
- E. Remove all covers and masking from equipment, etc., only after danger of fumes entering the building has passed.

3.05 GENERAL

A. Correction of Work

Work which does not conform to specified requirements including tolerances, slopes and finishes shall be corrected and/or replaced as directed by Owner's Representative at Contractor's expense without extension of time. Therefore, Contractor shall also be responsible for cost of correction to any work affected by or resulting from corrections to work of this section.

B. Site clean-up, including both interior and exterior building areas that have been affected by construction, shall be restored to pre-construction condition.

All landscaped areas affected by construction activities shall be raked clean, seeded, or restored to pre- construction condition.

C. All manufacturers' on-site inspection reports shall be submitted prior to final payment.

D. All guaranties, as required in Part 1 of this specification, shall be submitted for approval prior to final payment.

END OF SECTION 07 92 00

