

A resolution approving an account to account transfer in major object expense categories – Fairfield County Adult Probation

WHEREAS, appropriations are needed to cover expenses related to salaries and benefits; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$2,000 is hereby authorized as follows:

From:	13100110	Fringe Benefits	\$2,000.00
To:	13100110	Personal Services	\$2,000.00

For Auditor's Office Use Only:

FROM:	13100110	521000	\$2,000	Health Insurance
TO:	13100110	513000	\$2,000	OT, Overtime

Prepared by: Brian Wolfe

Resolution No. 2023-12.12.v

A resolution approving an account to account transfer in major object expense categories – Fairfield County Adult Probation

(Fairfield County Court of Common Pleas)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing an account to account transfer for the adjustment Personal Services. [Commissioners/Domestic Relations Court]

WHEREAS, the 2023 budget anticipates expenditures for Personal Services; and

WHEREAS, certain line item expenditures within this fund were not anticipated during the budget planning process; and

WHEREAS, an account to account transfer will allow proper classification of major expenditure object categories;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$300.00 is hereby authorized as follows:

FROM: 12284821 Fringe Benefits
TO: 12284821 Personal Services

For Auditor's Office Use Only:

Section 1.

FROM:	12284821	526000 (Workers Comp)	\$300.00
TO:	12284821	511010 (Salary, Employee)	\$300.00

Prepared by: Lori Lovas
cc: Commissioners
Domestic Relations Court

Resolution No. 2023-12.12.w

A resolution authorizing an account to account transfer for the adjustment Personal Services. [Commissioners/Domestic Relations Court]

(Fairfield County Domestic Relations Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve an Intergovernmental Agreement.

WHEREAS, the Fairfield County Transportation Improvement District (TID) is authorized by ORC Chapter 5540 to finance, construct, reconstruct, improve, alter, maintain, repair, and operate street, highway, and other transportation projects; and

WHEREAS, the projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Fairfield County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the County, the region, and the State; and

WHEREAS, by resolution 2023-08.15.i, this Board of County Commissioners executed a Memorandum of Understanding defining roles with respect to the services, costs, and improvements that may be undertaken relative to the building of regional transportation infrastructure over and along Basil-Western Road; and

WHEREAS, the County, the City of Canal Winchester, Violet Township, and the Fairfield County Transportation Improvement District have recognized that it is a priority to engage and collaborate in a cooperative arrangement to facilitate and advance the planning, funding, and construction of the transportation improvement project known as the "Basil-Western Road Realignment Project."

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of Commissioners resolves to approve and sign the Intergovernmental Agreement between Fairfield County, the City of Canal Winchester, Violet Township, and the Fairfield County Board of Transportation Improvement District.

SECTION 2: that the Clerk of this Board furnish the County Engineer with a copy of this signed Agreement for further action.

Prepared by: Cheryl Downour
cc: Engineering Office

**INTERGOVERNMENTAL
AGREEMENT 2023-01**

By and Between

CITY OF CANAL WINCHESTER, FAIRFIELD COUNTY, OHIO AND
FRANKLIN COUNTY, OHIO

And

VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

And

FAIRFIELD COUNTY, OHIO acting through its BOARD OF COUNTY
COMMISSIONERS

And

THE FAIRFIELD COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

[Basil-Western Road Realignment Project: Phase 1 Work]

INTERGOVERNMENTAL AGREEMENT 2023-01

This Intergovernmental Agreement 2023-01 (this “Agreement”) is made and entered into on the date last executed below (the “Effective Date”), by and between the CITY OF CANAL WINCHESTER, OHIO (“CANAL”), a political subdivision located partially in Fairfield County Ohio and pursuant to its Charter and Ordinances; VIOLET TOWNSHIP (“VIOLET”), a political subdivision located in Fairfield County, Ohio, acting through its Board of Township Trustees (the “Board”); FAIRFIELD COUNTY (the “COUNTY”), a political subdivision of the State of Ohio acting through its Board of County Commissioners (the “BOCC”) pursuant to ORC Chapters 305 and 307; and, the FAIRFIELD COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the “TID”).

Recitals:

A. The TID is authorized by ORC Chapter 5540 to finance, construct, reconstruct, improve, alter, maintain, repair, and operate street, highway, and other transportation projects.

B. The projects undertaken by the TID and the exercise of its authority, pursuant to ORC Chapter 5540, are essential governmental functions, are considered to contribute to the improvement of the prosperity, health, safety, and welfare of the people of Fairfield County, Ohio and the State, and are consistent with its purpose and will promote industry, commerce, distribution, and research activity within the COUNTY, the region and the State.

C. The COUNTY, CANAL, VIOLET and the TID, in conjunction with the Fairfield County Engineer’s Office (“FCEO”), have recognized that it is a priority to engage and collaborate in a cooperative arrangement, along with the Fairfield County Port Authority (the “FCPA”), the Ohio Department of Transportation (“ODOT”), the Ohio Department of Development, and certain private sector interests, as may be appropriate, including but not limited to, Excel, Inc. (dba DHL, Supply Chain, USA) (“DHL”), as further set forth in the Memorandum of Understanding, executed on or about August 15, 2023, on file with the Parties (the “MOU”), to facilitate and advance the planning, funding and construction of the transportation improvement project known as the “*Basil-Western Road Realignment Project*”, which comprises certain improvements under study and development to: (1) design a roundabout at the Kings Crossing/Hill Road/and re-aligned Basil-Western intersection; (2) widen Basil-Western Road to 3 lanes from the new roundabout to Amanda Northern Road; (3) construct a pedestrian multi-use path/lane alongside improved roadway; and (4) generally improve access, sight distance, and safety for the Basil-Western Road users, and as further set forth in *Exhibit A*, attached hereto and made part hereof, and as further set forth, described and designed on the Project plans and documents on file with the TID, CANAL, VIOLET and the FCEO (referred to herein as the “Basil-Western Road Improvement” Project or the “Project”).

D. Furthermore, the Parties believe it is most efficient and effective to proceed with the Project improvements in 3 phases, as follows: *Phase 1*, consisting of the Project preliminary engineering, environmental and design work (the “*Phase 1 Work*” as hereinafter defined, which phase is to commence forthwith in accordance with the terms and conditions set forth in this

Agreement); *Phase 2*, consisting of the right-of-way acquisition and utility work; and, *Phase 3*, consisting of the construction and construction engineering and inspection work. It is the intent of the Parties that Phase 2 and Phase 3 would commence following Phase 1, or at such times as determined appropriate and feasible by the Parties and subject to availability of requisite Project funding and the further requisite approvals, authorizations and agreement to do so by the respective Parties.

E. It is further acknowledged and agreed by the Parties that the TID will administer and manage the *Phase 1 Work* in this cooperative arrangement, in coordination and in conjunction with the COUNTY, CANAL, VIOLET and the FCEO, including, but not limited to, the retention of a qualified consultant(s) to provide necessary engineering and design services to complete the Phase 1 Work

F. It is further acknowledged and agreed that the COUNTY and the TID will provide the necessary funding for the Project Cost Items (as hereinafter defined) for the *Phase 1 Work* (as hereinafter defined in an amount not to exceed \$723,250.00, as further set forth herein and as described in ***Exhibit B PHASE 1 WORK: PROJECT COST ITEMS***, attached hereto and made part hereof and as further set forth herein.

G. It is further acknowledged and agreed to by the Parties that as the *Phase 1 Work* proceeds and the cost estimates for the Phase 2 and Phase 3 work are further refined and determined, the Parties will coordinate and collaborate to provide for procurement of the required revenue, including, but not limited to, those revenue sources identified in the MOU, to be maintained in the Project Fund Account (as hereinafter defined), and utilized to advance and complete Phase 2 and then Phase 3 of the Project, as set forth in agreements setting forth the specific related terms and conditions, subject to the requisite agreement by and approval of the Parties' respective legislative bodies.

H. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government agencies and private entities; and the COUNTY is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to the COUNTY and not otherwise appropriated to pay costs incurred by the TID in the exercise of its functions under Chapter 5540 of the ORC.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, CANAL, VIOLET, the COUNTY and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Agreement" means this Intergovernmental Agreement, as the same may be amended from

time to time.

"Business Day" means any day other than a Saturday, Sunday, or legal holiday.

"DHL Funds" or *"DHL Funding"* means those dollars committed by DHL through the execution of the Development and Compensation Agreement ("DCA") executed on or about March 23, 2023 on file with the COUNTY for Project Costs and to be provided in accordance with the terms of the DCA.

"Day" means a calendar day, unless specifically designated as a Business Day.

"Effective Date" has the meaning given to such term in the introductory paragraph of this Agreement.

"Party" means, individually, either CANAL, VIOLET, the COUNTY or the TID; and *"Parties"* means, collectively, CANAL, VIOLET, the COUNTY or the TID.

"County Advance" means an advance of funding, in the amount of approximately \$500,000, to be deposited by the County into the Project Fund Account to be utilized by the TID for payment of Project Cost Items and to provide access to the Grant Funding, available on a reimbursement basis, and included as part of the COUNTY and TID Phase 1 Project Funding Commitment.

"629 Grant Funding" means funding procured for the Project as follows: Ohio Department of Development 629 Grant, No. SBIG20235429 in the amount of \$1,200,000.00 (reimbursable grant and to be utilized for engineering and construction associated with DHL only) awarded to the COUNTY.

"COUNTY and TID Phase 1 Project Funding Commitment" means the funding required to pay for Project Cost Items to complete the *Phase 1 Work* to be provided by and through revenues directed to the Project Fund Account from among the following funding sources including, but not limited to: 1) the County Advance in the amount of approximately \$500,000; 2.) Roadwork Development 629 Grant funding through the Ohio Department of Development Grant, No. SBIG20235429 in the amount of \$1,200,000.00; and 3.) the DHL Funds committed from DHL to the Project, in the amount of approximately \$527,713.00, for eligible Project Costs, to wit: preliminary engineering, surveying, detailed roadway design, right of way determination and design, environmental assessment, and final construction drawings as further set forth in documents on file with the TID, and as set forth herein and as more specifically described in *Exhibit B*.

"Phase 1 Project Funding" means the COUNTY and TID Phase 1 Funding Amount, which is the source of funding for the Project Cost Items for the *Phase 1 Work*, as set forth herein and as more specifically described in *Exhibit B*.

"Phase 1 Work" means certain Project work, including, but not limited to, preliminary engineering, surveying, detailed roadway design, right of way determination and design, environmental assessment, final construction drawings, which will be performed and managed by and through the TID, in conjunction with the FCEO, and in coordination with

CANAL and VIOLET, as more specifically set forth in **Exhibit B** and per documents and plans on file with the FCEO and TID developed for performance of this work, with the cost of the *Phase 1 Work* to be provided for and funded from the Phase 1 Funding.

“*Project*” means the *Basil-Western Road Realignment Project* and has the meaning given to such term in Recital C. and as further described and delineated for purposes of this Agreement in **Exhibit A**, and in accordance with the developed Project plans and documents on file with the TID, FCEO, CANAL and VIOLET.

“*Project Cost Item*” or “*Project Cost Items*” means, for purposes of this Agreement, costs of the *Phase 1 Work* activities, services and/or work items, such as: preliminary engineering, surveying, detailed roadway design, right of way determination and design, environmental assessment, final construction drawings and the TID Management Fee, to facilitate and complete the *Phase 1 Work*, in an estimated amount not to exceed \$856,250.00, and as further described and set forth in **Exhibit B**.

“*Project Fund Account*” means the fund account, established and maintained by the COUNTY and TID, for receipt and disbursement of Phase 1 Project Funding.

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

“*TID Management Fee*” means the fee, in the amount of \$133,000.00, payable to the TID as part of the Project Cost Items for administering and managing the *Phase 1 Work* and which is included as part of the COUNTY and TID Phase 1 Funding and as further described and set forth in **Exhibit B**.

Section 1.02. Exhibits. The following Exhibits are attached to and made a part of this Agreement: **Exhibit A: Basil-Western Road Realignment** and **Exhibit B: PHASE 1 WORK: PROJECT COST ITEMS**.

Section 1.03. References to Parties. Any reference in this Agreement to CANAL, VIOLET, the COUNTY or the TID, or to any members or officers of the CANAL, VIOLET, the COUNTY or the TID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the CANAL, VIOLET, the COUNTY or the TID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the

terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. Cooperation and Consent. The COUNTY, CANAL, the TID and VIOLET acknowledge and agree that the Parties shall cooperate to the greatest extent practical in the development, funding and construction of the Project, which will contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of CANAL, VIOLET, and the COUNTY, and, furthermore, CANAL, VIOLET, and the COUNTY expressly consent and approve of the TID’s administration and management of the *Phase 1 Work*, in conjunction with the FCEO, as determined by the TID to be necessary and appropriate for the Project and consistent with the terms and conditions of the Agreement, so as to facilitate and advance the design, acquisition and construction of the Project in their respective jurisdictions. It is further hereby noted that portions of the roadway improvements are located both in VIOLET and CANAL.

Section 2.02. General Agreement Regarding Phase 1 Project Funding and Phase 1 Work. The Parties acknowledge and agree as follows:

- (a) COUNTY and TID agree to provide for the *COUNTY and TID Phase 1 Project Funding Commitment*, in the respective amounts as set forth in Article I above and in ***Exhibit B***, so as to complete the *Phase 1 Work*, which funding is to be maintained in the Project Fund Account and to be applied for payment of eligible Project Cost Items.
- (b) The TID further agrees to:
 - i) administer and manage the *Phase 1 Work*, in conjunction with the FCEO, and in coordination and collaboration with the COUNTY, CANAL and VIOLET, and perform all the related responsibilities thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required, including retention of a qualified consultant services firm(s) to complete and deliver the *Phase 1 Work*, however, the TID's obligation relative to retention of the aforementioned consultant services firm(s) and otherwise, so as to complete and deliver the *Phase 1 Work*, conditioned upon the determination by the TID Secretary-Treasurer that sufficient Phase 1 Funding is available to proceed with the *Phase 1 Work*.
 - ii) only utilize the funds pledged in section (a) above for the Project Cost Items and will allocate those funds so designated for the *Phase 1 Work* further in accordance with Section 2.03 below.
 - iii) pay for Phase 1 Project Cost Items, from the following sources, as set forth in ***Exhibit B***.

Section 2.03. Application of the Phase 1 Funding.

- (a) The TID will apply the Phase 1 Funding for the sole purpose of paying Project Cost Items as set forth herein.
- (b) The Phase 1 Funding shall be deposited and maintained by the COUNTY and the TID in the Project Fund Account established and maintained at the COUNTY and accounted for in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.
- (c) The Parties acknowledge and agree (1) that the Phase 1 Amount constitutes a specific commitment of Phase 1 Project Funding by the COUNTY and the TID; (2) that nothing herein shall be construed as a requirement or any other form of financial obligation for CANAL or VIOLET to contribute to the Phase 1 Project Funding; and, (3) that the TID is relying upon the Phase 1 Project Funding to facilitate and complete the Phase 1 Work and will utilize the Phase 1 Project Funding solely to pay for the Project Cost Items.
- d) Furthermore, the Parties agree that if, upon final close out of the *Phase 1 Work*, there is an excess amount remaining of the Phase 1 Project Funding, said amount, subject to any related restrictions or requirements that may apply, will be applied

towards funding Phase 2 costs, subject to authorization of Phase 2 and the related amendment of this Agreement and the requisite approvals of the Parties.

Section 2.04. Relationship of the Parties.

- (a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. No Party shall have any authority to make, and no Party shall make, any representations, warranties, or statements on behalf of any other Party, and no Party shall bind, or be liable for the debts or obligations of, any other Party. In the performance of its services hereunder, the TID is and shall at all times be an independent contractor, free and clear of any dominion or control by any other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the TID in good faith and in the best interests of the successful completion of the *Phase 1 Work*. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.
- (b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among CANAL, VIOLET, and the COUNTY or the TID or (2) preclude any Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.05. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither VIOLET, the COUNTY, the TID or CANAL, or any member of their respective Boards or City Council, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.06. Liability of the Parties. No Party shall have any liability to any other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such other Party by this Agreement.

Section 2.07. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be

deemed to be third-party beneficiaries of this Agreement.

Article III Representations and Further Agreements

Section 3.01. Representations of the TID. To induce the Parties to enter into this Agreement, the TID Board of Trustees represents as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the TID and the TID Board of Trustees; and this Agreement, when executed and delivered by the TID, will constitute a legal, valid, and binding obligation of the TID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the TID or (2) result in a default under any agreement or instrument to which the TID is a party or by which it is bound.

Section 3.02. Representations of VIOLET. To induce the TID to enter into this Agreement, the VIOLET Township Board of Trustees represents as follows:

- (a) it is the duly constituted and duly elected governing body of VIOLET under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of VIOLET; and this Agreement, when executed and delivered by the VIOLET Township Board Trustees, will constitute a legal, valid, and binding obligation of VIOLET; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the VIOLET or (2) result in a default under any agreement or instrument to which VIOLET is a party or by which either the VIOLET Township Board Trustees or VIOLET is bound.

Section 3.03. Representations of CANAL. To induce the TID to enter into this Agreement, the CANAL City Council represents as follows:

- (a) it is the duly constituted and duly elected governing body of CANAL under its Charter as well as the laws of the State;

- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of CANAL; and this Agreement, when approved by the CANAL City Council and executed and delivered by the Mayor, will constitute a legal, valid, and binding obligation of CANAL; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to CANAL or (2) result in a default under any agreement or instrument to which CANAL is a party or by which either CANAL City Council or CANAL is bound.

Section 3.04. Representations of the COUNTY. To induce the TID to enter into this Agreement, the Board of County Commissioners (the “BOCC”) represents as follows:

- (a) it is the duly constituted and duly elected governing body of the COUNTY under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the COUNTY; and this Agreement, when executed and delivered by the COUNTY, will constitute a legal, valid, and binding obligation of the COUNTY; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the COUNTY or (2) result in a default under any agreement or instrument to which the COUNTY is a party or by which either the BOCC or COUNTY is bound.

Section 3.03. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.04. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.05. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.06. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing

executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Miscellaneous

Section 4.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 4.02. Notices.

- (a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:
 - (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
 - (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
 - (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
 - (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.
- (b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The FAIRFIELD County Transportation Improvement District
c/o Jeremiah Upp, P.E., P.S.
Fairfield County Engineer's Office
3026 West Fair Avenue
Lancaster, OH 43130
Facsimile: (740) 687-7055
Email: cheryl.downour@fairfieldcountyohio.gov
- (c) All notices to be given to VIOLET pursuant to this Agreement shall be sent to the VIOLET at the following address:

Vince Utterback, Township Administrator

10190 Blacklick-Eastern Road
Pickerington, OH 43147
Facsimile: 614-575-5562
Email: vince.utterback@violet.oh.us

- (d) All notices to be given to CANAL pursuant to this Agreement shall be sent to CANAL at the following address:

Attention: Matthew Peoples, City Administrator
45 East Waterloo St.
Canal Winchester, OH 43110
Facsimile: 614-837-0145
Email: mpeoples@canalwinchesterohio.gov

- (e) All notices to be given to the COUNTY pursuant to this Agreement shall be sent to the COUNTY at the following address:

Board of County Commissioners
Attention: Rochelle Menningen
210 E. Main Street
Lancaster, OH 43130
Facsimile: (740) 687-6048
Email: rochelle.menningen@fairfieldcountyohio.gov

- (f) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 4.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including but not limited to matters of construction, validity, and performance.

Section 4.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement, unless the course of prior dealings or usage of trade have been employed or availed of in implementation of this Agreement or the Project envisioned by it; provided, however, that this subparagraph shall not affect the arrangement for reimbursement of fees, expenses and financial assistance by the Port Authority to the Township as set forth in the Agreement for the Joinder of Violet Township to the Fairfield County Port Authority, dated July 6, 2022, by and among the Township, the County, and the Port Authority

Section 4.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions

of assignment set forth herein, their respective administrators, successors, and assigns.

Section 4.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.


TID:
THE FAIRFIELD COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: _____
Print Name: _____
Title: _____

Approved as to form:

TID Counsel

VIOLET:
THE VIOLET TOWNSHIP BOARD OF
TRUSTEES


By: 
Print Name: Lori Sanders
Title: Chairperson

COUNTY OF FAIRFIELD, OHIO:

By: _____
County Commissioner

By: _____
County Commissioner

THE CITY OF CANAL WINCHESTER,
OHIO:

By: 
Print Name: Michael Ebert
Title: MAYOR

By: _____
County Commissioner

Approved as to form:

Approved as to Form:


City Director of Law

Fairfield County Prosecutor's Office on behalf
of Violet Township and the FC Board of
County Commissioners

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties, by their duly authorized officers, all as of the Effective Date.

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer for the County of Fairfield, Ohio (the "COUNTY"), hereby certifies that the funds required (if any) to meet the obligations of the COUNTY for the year 2023 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the COUNTY or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2023

_____, County of Fairfield, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer for the Fairfield County Transportation Improvement District (the "TID"), hereby certifies that the funds required (if any) to meet the obligations of the COUNTY for the year 2023 under the foregoing Agreement have been lawfully appropriated and are in the treasury of the TID or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: _____, 2023

*Secretary-Treasurer, Fairfield County
Transportation Improvement District*

EXHIBIT A



EXHIBIT B

PHASE 1 WORK: PROJECT COST ITEMS

<u>Project Cost Items</u>	<u>Amounts</u>
Field work/ Data Collection/ Planning	\$5,200
Survey	\$129,542
Stage 1 Design	\$239,465
Stage 2 Design	\$163,765
Right of Way Design	\$118,886
Stage 3 & Final Design	\$66,392
Total Engineering Fees	\$723,250
TID Management Fee for Phase I Only	\$133,000
TOTAL	\$856,250

ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$75,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***

Prosecutor's Approval Page

Resolution No.

A resolution to approve an Intergovernmental Agreement.

(Fairfield County Engineer)

Approved as to form on 12/6/2023 3:40:46 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2023-12.12.x

A resolution to approve an Intergovernmental Agreement.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR53-4.440 Bauman Hill Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Bauman Hill Rd (CR53)	11/28/23 @ 1:40 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR53-4.440 Bauman Hill Road Culvert Replacement, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR53-4.440 Bauman Hill Road Culvert Replacement a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.y

A Resolution to Declare the FAI -CR53-4.440 Bauman Hill Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the Basil-Western Road Improvements Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Basil-Western (CR13)	11/28/23 @ 3:55 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Basil-Western Road Improvements Project, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the Basil-Western Road Improvements Project a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.z

A Resolution to Declare the Basil-Western Road Improvements Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR13-5.380 Basil-Western Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Basil-Western (CR13)	11/28/23 @ 3:30 P.M.	11/28/23 @ 7:15 P.M.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR13-5.380 Basil-Western Road Culvert Replacement, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR13-5.380 Basil-Western Road Culvert Replacement a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.aa

A Resolution to Declare the FAI -CR13-5.380 Basil-Western Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR4-2.181 Fosnaugh School Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Fosnaugh School (CR4)	11/28/23 @ 2:50 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR4-2.181 Fosnaugh School Road Culvert Replacement, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR4-2.181 Fosnaugh School Road Culvert Replacement a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.bb

A Resolution to Declare the FAI -CR4-2.181 Fosnaugh School Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the Refugee Road Multi-Use Path Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Refugee Road (CR7)	11/28/23 @ 4:25 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the Refugee Road Multi-Use Path, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the Refugee Road Multi-Use Path a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.cc

A Resolution to Declare the Refugee Road Multi-Use Path Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR51-0.832 Schwilk Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Schwilk Road (CR51)	11/28/23 @ 2:00 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR51-0.832 Schwilk Road Culvert, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR51-0.832 Schwilk Road Culvert a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.dd

A Resolution to Declare the FAI -CR51-0.832 Schwilk Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR88-1.729 Mt. Zwingli Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Mt. Zwingli Rd (CR88)	11/28/23 @ 1:00 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR88-1.729 Mt. Zwingli Road Culvert Replacement, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR88-1.729 Mt. Zwingli Road Culvert Replacement a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Resolution No. 2023-12.12.ee

A Resolution to Declare the FAI -CR88-1.729 Mt. Zwingli Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution to Declare the FAI-CR88-2.366 Mt. Zwingli Road Culvert Replacement Project a Necessity.

WHEREAS, Section 5553.04 of the Ohio Revised Code, provides that when the Board of County Commissioners is of the opinion that it will be necessary for the public convenience and welfare to locate, establish, alter, widen, straighten, vacate, or change the direction of a public road, it shall so declare by resolution.

WHEREAS, a viewing and hearing has been held:

<u>ROAD/BRIDGE</u>	<u>VIEWING</u>	<u>HEARING</u>
Mt. Zwingli Rd (CR88)	11/28/23 @ 1:15 p.m.	11/28/23 @ 7:15 p.m.

WHEREAS, it was noted that the road is in need of improvement, and

WHEREAS, since no public objection was voiced to the improvement of the FAI-CR88-2.366 Mt. Zwingli Road Culvert Replacement, the Fairfield County Engineer requests that this Board of Commissioners declare this project a necessity for the public convenience and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

SECTION 1: that this Board of County Commissioners does resolve to declare the FAI-CR88-2.366 Mt. Zwingli Road Culvert Replacement a necessity for the public convenience and welfare.

SECTION 2: that the Clerk of this Board is hereby directed to return a signed copy of this resolution to the Engineer for further processing.

Prepared by: Cheryl Downour
cc: Engineering Department

Signature Page

Resolution No. 2023-12.12.ff

A Resolution to Declare the FAI -CR88-2.366 Mt. Zwingli Road Culvert Replacement Project a Necessity.

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Authorizing the County Administrator to sign an Agreement for the replacement of the HVAC Units at the Workforce Center with Ameresco.

WHEREAS, The Workforce Center, which is owned by the County Commissioners, needs new Roof Top Units (RTU) for the HVAC system; and

WHEREAS, the County desires to use the Equalis Cooperative Purchasing Agreement as a method to procure these services per the Master Agreement with Equalis; and

WHEREAS, Equalis has procured Ameresco for the purposes of Roof Top Units replacement services; and

WHEREAS, the Facilities Manager and County Administrator have reviewed the proposals from Ameresco in the amount of \$639,956.00; and

WHEREAS, funds will be placed in the capital projects fund for the specific purpose of HVAC necessary repairs, and a purchase order to encumber the funds for the services will be acquired; and

WHEREAS, the agreement with Ameresco, for HVAC services, as attached, has been approved to form by the County Prosecutor, and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Board of County Commissioners authorizes the County Administrator to sign documents related to this HVAC repair with Ameresco for the amount of \$639,956.00.

Section 2. The Clerk of the Board of Commissioners will provide a signed reproduction copy to Ameresco, for their record.

Prepared by: Christy Noland



Proposal

November 17, 2023

Project: Workforce Center RTU Replacements

To: Fairfield County

This letter (the “Agreement”) outlines the scope of work, deliverables, and fees associated with the Workforce Center RTU Replacements (the “Project”) that Ameresco is proposing to Fairfield County (“Client”) at 4465 Coonpath Road NW, Carroll, Ohio 43112. The Workforce Center building is currently conditioned by (19) Trane RTUs that vary in age from 1997 to 2011. Of the (19) units, (13) are beyond their typical useful life of 15 years (*ASHRAE). RTUs 1-9 and 11 utilize electric heat, and RTUs 10 and 12-19 utilize gas heat. Fairfield County currently pays ~2.5x more per BTU for electricity than for natural gas.

The objective of this project is to provide the Client with (19) new packaged RTUs, all of which are equipped with gas heat. To improve efficiency, the new units would be equipped with:

- Economizers for optimized free cooling when conditions are favorable.
- Direct-drive, variable speed ECM motors for reduced fan energy and no belts to maintain.
- Demand Controlled Ventilation/CO2 sensors for minimizing outside air when occupancy for a given area is low (to be implemented as part of the later partially grant-funded controls project).

Scope of Work

- All Engineering, Project Management, Demo, Materials, Labor, Roof Curbs, Gas Lines, Electrical, Lift, Permits, Start-Up & Commissioning necessary for a full turn-key implementation of (19) RTUs including but not limited to:
- Recover all of the refrigerant from each of the 19 RTU's
 - Disconnect the electric from all 19 RTU's
 - Disconnect the gas from the 9 RTU's that are currently gas
 - Remove and Replace all 19 RTU's with Bryant Legacy Line units that utilize Axion Fan Technology
 - (10) 10T Units
 - (8) 15T Units
 - (1) 12.5T Unit
 - Provide all rigging and hoisting
 - Provide necessary curb adapters for proper installation
 - Run a new gas line to the 10 RTU's that are currently electric
 - Rehook the gas to the 9 RTU's that are currently gas
 - Check & adjust the gas pressure on all RTU's
 - Hook the electric back up to all 19 RTU's
 - Reconnect the thermostat wiring (BACnet Stats/Integration will be a separate partially grant-funded proposal)
 - Start-up & commission all RTU's
 - Provide customer training on the operation and maintenance of the equipment

Inclusions

- Proposal based on 1st shift working hours (7am to 4pm) Monday through Friday. A change order will be required for any work outside of these hours.
- Pricing assumes the building and parking lot will be empty on the day(s) the picks occur. The current plan is to utilize a helicopter and as such, the units should be changed out in 1 day. The hook-up and start-up will then take an additional couple of days. A lift schedule and workplan will be provided prior to work beginning.
- 1 Year Labor Warranty
- CLIENT has entered into this Agreement based upon the authority of Ohio Revised Code Section 9.48, which permits CLIENT, as an Ohio public entity, to contract with vendors through their contracts with joint purchasing programs of which CLIENT is a member.

Exclusions

- Hail Guards (additional cost that can be provided upon request).
- DDC Control Integration – to be handled via a separate partially grant-funded proposal.
- HVAC equipment repair.
- Asbestos abatement.
- Roof repairs and patching beyond the unit/roof curb.
- Temporary HVAC during the construction period.
- Taxes
- Bond
- Fire, smoke, or combination fire/smoke dampers and any associated none-BAS wiring.
- Repair and/or replacement of any damage including holes, painting, and chipping left by removed devices.
- Repair and/or replacement of components, actuators, etc. associated with equipment.
- No provisions have been added for dust portioning, patching or painting.
- Balancing of any HVAC systems.



Cost Breakdown

Ameresco evaluated RTU options from Bryant, Carrier & Trane. This proposal is based on the Client's desire to utilize the Bryant (lowest cost) option.

Meas. #	Energy Conservation Measures Financial Analysis	JFS	Work Force	Effective Useful Life (EUL)	Measure Investment		Annual Savings			Simple Payback (years)
					Gross Investment	Incentives	Utility	O&M	Total	
2A	RTU Replacements - Bryant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15	\$639,956	\$0	\$11,930	\$6,650	\$18,580	34.4

Payment Schedule

50% up-front; paid upon execution of this agreement

25% upon shipping of RTUs

25% upon project completion and Client sign-off

Sincerely,
Jarret Kelley
Director – Project Development

*** This price is only valid for 30 days from the date of the proposal. ***

Intent to Proceed

Name: _____

Date: _____

Signature: _____

Article 1 –These Terms and Conditions are incorporated into the Agreement between the Parties (collectively, the “Agreement”). CLIENT engages AMERESCO and AMERESCO accepts the engagement to perform the scope of work described in this Agreement and any attachments (the “Work”). AMERESCO will provide the design, procurement, construction supervision, inspection, labor, materials, tools, equipment, and other items necessary and reasonably inferable for the completion of the Work, and will substantially complete the Work by the date set forth in the Agreement (the “Contract Time”).

Article 2 - AMERESCO's Responsibilities

2.1 AMERESCO will procure drawings, specifications and other documents necessary to perform the Work and will pay for and secure any and all necessary permits, fees, licenses and inspections by government agencies necessary for the Work. CLIENT will assist in securing such permits, fees, licenses and inspections. All reports and drawings prepared for and deliverable to CLIENT under this Agreement (“Deliverables”) become CLIENT's property upon full payment to AMERESCO. AMERESCO may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for AMERESCO (“Instruments”) remain AMERESCO's property. Upon execution of this Agreement, AMERESCO grants CLIENT a non-exclusive license to retain, use and make copies, of AMERESCO's Instruments in connection with the CLIENT's use and occupancy of the Project, provided that the CLIENT has paid to AMERESCO all amounts due and payable as of the date of AMERESCO's cessation of performance.

2.2 AMERESCO is not responsible for the maintenance, repair or replacement of non-maintainable, non-replaceable, or obsolete parts of equipment already existing at the Facilities. Unless expressly agreed in writing, AMERESCO is not responsible for the removal or reinstallation of replacement valves, dampers, or waterflow and tamper switches with respect to pipes and ductwork, including vent or drain system. AMERESCO assumes no responsibility for any service performed on any equipment other than by AMERESCO or its agents.

2.3 At its option, AMERESCO may subcontract some or all of the Work or Services, but no contractual relationship will exist between CLIENT and any subcontractor. AMERESCO is responsible for the management of its subcontractors in their performance of their work.

Article 3 - CLIENT's Responsibilities

3.1 CLIENT, without cost to AMERESCO, shall (a) provide or arrange for, upon reasonable notice, access and make all reasonable provisions for AMERESCO to enter any site where Work is to be performed (the “Site”); (b) permit AMERESCO to control and operate all building controls, systems, apparatus, equipment and machinery necessary to perform the Work; (c) furnish AMERESCO with blueprints, surveys, legal descriptions, waste management plans and all other information pertinent to the Work and any Site where the Work is to be performed that are known to be existing and available to CLIENT; (d) cooperate with AMERESCO in obtaining permits and consents from government authorities and others as may be required by AMERESCO for performance of the Work so as not to affect the timelines set forth in this Agreement; (e) notify AMERESCO promptly of all known or suspected hazardous materials, asbestos or mold at the Site and any other conditions requiring special care; (f) provide AMERESCO with legally required materials and information (including but not limited to Material Safety Data Sheets) related to all hazardous materials located at any Site where the Work is to be performed; (g) furnish AMERESCO with any contingency plans, safety programs and other policies, plans or programs related to any Site where the Work is to be performed; (h) operate, service and maintain all equipment according to the manufacturer's recommendations including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction; and (i) promptly notify AMERESCO of all unusual or materially changed operating conditions, hours of usage, system malfunctions, installed equipment or building alterations that may affect the equipment or energy usage or any Services.

Article 4 - Changes and Delays

4.1 As the Work is performed, conditions may change or circumstances outside AMERESCO's reasonable control (including changes of law) may develop which would require AMERESCO to expend additional costs, effort or time to complete the Work, in which case AMERESCO will submit a request for an equitable adjustment in the Contract Price, the Contract Time, or in both.

4.2 If conditions are encountered at the jobsite that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in this Agreement, then written notice by AMERESCO shall be given to CLIENT promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. If requested, an equitable adjustment to Contract Price and Contract Time shall be made by a change order. If agreement cannot be reached by the Parties within 10 days, AMERESCO may assert a claim for an equitable adjustment in the Contract Price or Contract Time or both. Failure to properly submit written notice of such conditions within the time required represents an irrevocable waiver of AMERESCO's right to assert a claim for an increase in the Contract Price or Contract Time.

Article 5 – Compensation – CLIENT shall pay AMERESCO the Contract Price identified on the Agreement within 30 days of CLIENT's receipt of AMERESCO's invoice. Payments shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Off-Site storage of materials is permitted. Upon final completion of the Work, AMERESCO shall submit to CLIENT a final invoice of all remaining sums. Payment of the final payment shall be made within 30 days after CLIENT's receipt of the final Application for Payment.

Article 6 – Insurance – CLIENT will maintain, at its own expense, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied or installed by others, on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made to AMERESCO.

Article 7 - Hazardous Material Provisions – AMERESCO will not be responsible for directly or indirectly performing or arranging for the detection, testing, handling, storage, removal, treatment, transportation, disposal, monitoring, abatement or remediation of any contamination.

Article 8 - Miscellaneous Provisions

8.1 Notices between the parties shall be in writing and shall be sent by overnight carrier or acknowledged email to the other party.

8.2 This Agreement shall be governed by the laws of the State of Ohio, and any dispute shall be brought in the county where the Project is located.

8.3 A party's waiver of any breach of this Agreement does not waive any subsequent breach. All waivers must be in writing signed by the party to be bound.

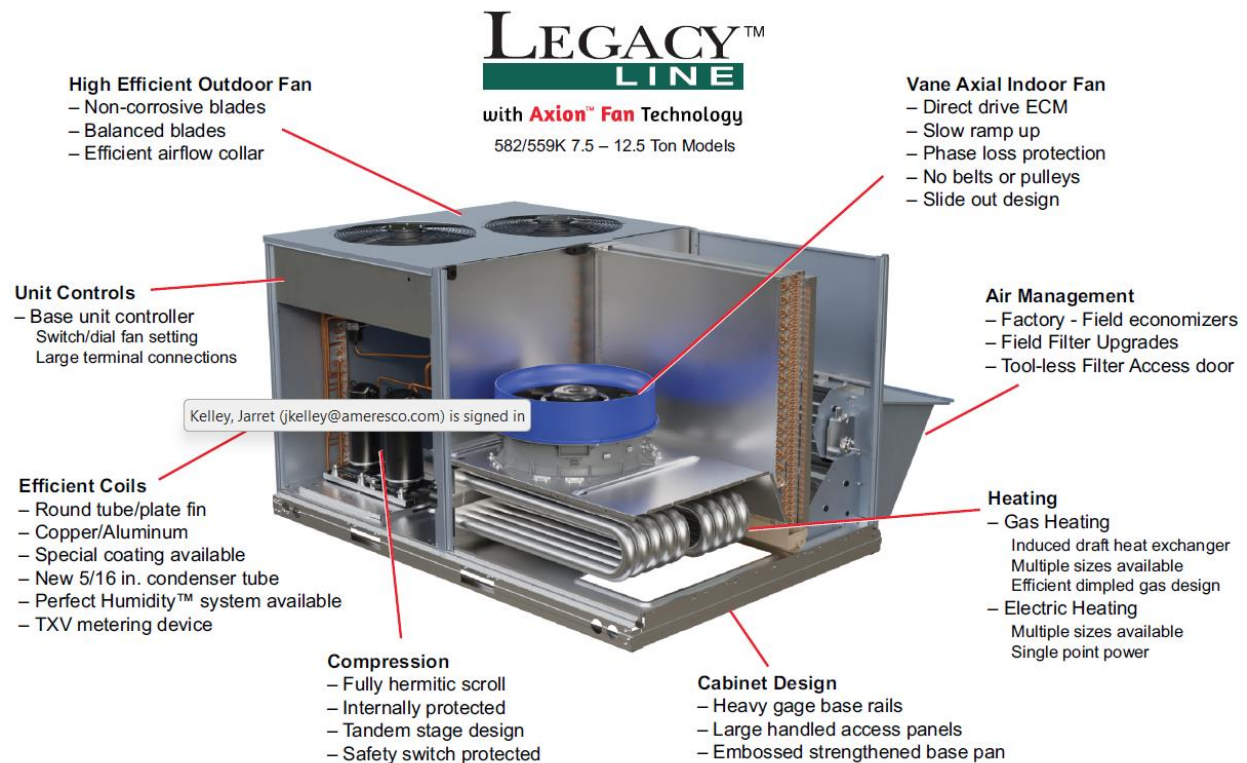
8.4 This Agreement constitutes the complete agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, awards, or proposals, either written or oral, relative to the same. Only a written instrument signed by both parties may modify this Agreement.

Article 9 – Termination. If CLIENT fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, AMERESCO may give written notice to CLIENT of AMERESCO's intention to suspend or terminate this Agreement. If, within 15 days following receipt of such notice, CLIENT fails to make payments then due, or otherwise fails to cure or perform its obligations, AMERESCO may, by written notice to CLIENT, immediately terminate this Agreement and recover from CLIENT payment for Work executed.

Inventory of Existing RTUs:

MAKE/MODEL/SERIAL	#	Type	YEAR/AGE		Voltage	Size/Capacity	Refrigerant Type	EFFICIENCY	CLIENT COMMENTS
Trane TCD150D40AB8 SR: 621101138D	1	Electric Heat/DX Packaged RTU	2006	17	460/60/3	12.5 Tons 18/36/54 kW Heat Options	R22	100% 10.5 EER	Assumed largest heater Heat operating Ok. Need new Economizer filters.
Trane TSC120A4EPA26D000000.... SR: 620103261L	2	Electric Heat/DX Packaged RTU	2006	17	460/60/3	10 Tons 54 kW Heat	R22	100% 10.2 EER	Internal Boards removed, and wiring messed up, (No Safety's). Economizer not functioning.
Trane TSC120A4ENA26D000000.... SR: 620103395L	3	Electric Heat/DX Packaged RTU	2006	17	460/60/3	10 Tons 36 kW Heat	R22	100% 10.2 EER	Internal board has been removed, (No Safety's). Bad compressor. Need new Economizer filters.
Trane TSC120A4RPA29D0000.... SR: 720100056L	4	Electric Heat/DX Packaged RTU	2007	16	460/60/3	10 Tons 54 kW Heat	R22	100% 10.2 EER	Needs new Fan Motor Shiv. Need new Economizer filters.
Trane TSC120A4RGA1PD000.... SR: 530102929L	5	Electric Heat/DX Packaged RTU	2005	18	460/60/3	10 Tons 18 kW Heat	R22	100% 10.2 EER	Needs new 2-stage, AC Thermostat. Need new Economizer filters.
Trane TSC120F4RGA000V00 SR: 112313793L	6	Electric Heat/DX Packaged RTU	2011	12	460/60/3	10 Tons 18 kW Heat	R410A	100% 10.2 EER	Needs new AC Thermostat and new thermostat Wire ran from thermostat to unit. (Unit has never ran on cooling, only partial on low stage heat if any). Need new Economizer filters.
Trane TSC120A4RPA000N29 SR: 720100220L	7	Electric Heat/DX Packaged RTU	2007	16	460/60/3	10 Tons 54 kW Heat	R22	100% 10.2 EER	Need new Economizer filters.
Trane TSC120A4RPA1PD000.... SR: 530102858L	8	Electric Heat/DX Packaged RTU	2005	18	460/60/3	10 Tons 54 kW Heat	R22	100% 10.2 EER	Need new 2-stage, AC Thermostat, and new Economizer filters.
Trane TSC120F4RPA000C00.... SR: 112313769L	9	Electric Heat/DX Packaged RTU	2011	12	460/60/3	10 Tons 54 kW Heat		100% 10.2 EER	Needs new AC Thermostat and new thermostat Wire ran from thermostat to unit. (Unit has never ran on cooling, only partial on low stage heat if any). Need new Economizer filters.
Trane YCD120C4LCAB SR: M47103381D	10	Gas Heat/DX Packaged RTU	1997	26	460/60/3	10 Tons 135,000/109,350 BTUH In/Out	R22	81.0% 9.2 EER	Bad Heat Exchanger and 2 bad condenser fans with motors and rain guards. Need new Economizer filters. (Shut off Gas) Recommend replacing this unit.
Trane TSC120A4RPA000N29 SR: 720100138L	11	Electric Heat/DX Packaged RTU	2007	16	460/60/3	10 Tons	R22	100% 10.2 EER	Can't make out Heater kW; Need new fuses to complete inspection. Need new Economizer filters.
Trane YCD180B4LAHB SR: 920100829D	12	Gas Heat/DX Packaged RTU	2009	14	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 9.7 EER	Transformer exploded destroying all 3 computer boards. Need new Combustion fan motor assembly and Hot Surface igniter. Need to replace Thermostat and pull new wires. (All this, just to see if it is going to work). Need new Economizer filters.
Trane YCD180B4LAHB SR: 814100861D	13	Gas Heat/DX Packaged RTU	2008	15	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 9.7 EER	Need 2 new Condenser fans and motor assembly's with rain guards, and a new Thermostat. Need new Economizer filters.
Trane YCD180B4LAHB SR: 920100784D	14	Gas Heat/DX Packaged RTU	2009	14	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 9.7 EER	Needs new 2-stage Thermostat and new wires pulled. New Combustion Fan Motor assembly with hot surface igniter. Need new Economizer filters.
Trane YCD180B4LAHB SR: 814100916D	15	Gas Heat/DX Packaged RTU	2008	15	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 9.7 EER	Need new Combustion Fan Motor assembly with New Hot Surface Igniter. New 2-stage Thermostat. Need new Economizer filters.
Trane YCD180B4LCEA SR: M47102536D	16	Gas Heat/DX Packaged RTU	1997	26	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 8.6 EER	Heat Exchanger bad, compressor burned out. (Shut off Gas). Need new Thermostat. Recommend Replacing Unit.
Trane YCD180B4LCEA SR: M47102538D	17	Gas Heat/DX Packaged RTU	1997	26	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R22	81.2% 8.6 EER	Heat Exchanger Bad, (Shut off Gas), both Condenser fan motor assembly's with rain guards, New 2-stage Thermostat. Recommend replacing this Unit.
Trane YCD180E4LABA SR: 102010485D	18	Gas Heat/DX Packaged RTU	2010	13	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R410A	81.2% 9.7 EER	Need new 2-stage Thermostat, New Combustion Fan Motor assembly with Hot Surface Igniter. Need new Economizer filters.
Trane YCD180E4LABA SR: 102010422D	19	Gas Heat/DX Packaged RTU	2010	13	460/60/3	15 Tons 250,000/175,000 Max Min Input 203,000 BTUH Output	R410A	81.2% 9.7 EER	Need new 2-stage Thermostat, New Combustion Fan Motor assembly with Hot Surface Igniter. Need new Economizer filters.

Features of Proposed RTUs:



ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B. ☐ Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C. ☐ Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D. ☐ Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E. ☐ County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F. ☐ The subject matter was exempt from competitive selection for the following reason(s):
1. ☐ Under \$75,000
 2. ☐ State Term #: _____ (copy of State Term Contract must be attached)
 3. ☐ ODOT Term #: _____ (See R.C. 5513.01)
 4. ☐ Professional Services (See the list of exempted occupations/services under R.C. 307.86)
 5. ☐ Emergency (Follow procedure under ORC 307.86(A))
 6. ☐ Sole Source (attach documentation as to why contract is sole source)
 7. ☐ Other: _____ (cite to authority or explain why matter is exempt from competitive bidding)
- G. ☐ Agreement not subject to Sections A-F (explain): _____
- H. ☐ Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1. ☐ No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
 2. ☐ No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
 3. ☐ Obtained 3 quotes for purchases under \$75,000 (as applicable)
 4. ☐ Purchase Order is included with Agreement

Signed this _____ day of _____, 20_____.

Choland

Budget Officer

Name and Title

*** Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.***



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "**Agreement**") is entered into by and between those certain government agencies that execute a Management Services Agreement ("**Lead Agencies**") with Equalis Group LLC ("**Equalis Group**") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "**Purchasing Group Member**") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "**Equalis Group Purchasing Program**") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("**Master Agreements**") with awarded suppliers to provide a variety of goods, products, and services ("**Products**") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member's procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO's purchasing program; provided that the purchase of Products shall be at Purchasing Group Member's sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a "**Supplier**") for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an "**Equalis Agreement**") in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("**Administrative Fees**") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. The party procuring Products shall be liable for action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	



IN WITNESS WHEREOF, I hereby acknowledge that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator - Purchasing Group Member	
Name:	Aundrea N. Cordle
Title:	County Administrator
Date:	May 10, 2023

Signed: Aundrea Cordle

Authorized Signator - Equalis Group	
Name:	Eric Merkle
Title:	EVP, Operations
Date:	5/9/2023

Signed: Eric Merkle

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the County Administrator to sign an Agreement for the replacement of the HVAC Units at the Workforce Center with Ameresco.

(Fairfield County Facilities)

Approved as to form on 12/8/2023 9:28:02 AM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2023-12.12.gg

A Resolution Authorizing the County Administrator to sign an Agreement for the replacement of the HVAC Units at the Workforce Center with Ameresco.

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Children First Council

WHEREAS, the Fairfield County Commissioners advanced money into the Family, Children First Council fund 7521 to cover operational expenses until grant reimbursements were received and;

WHEREAS, monies have been collected and deposited to make a portion of the repayment to the Fairfield County Commissioners;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1a. Request that the Fairfield County Auditor repay the following advance in the amount of \$30,000.24:

DEBIT: 8307 090001 OCTF Perinatal Cluster Grant Advances Out –
 Partial Repayment of Advance \$30,000.24. (Fund 7521)

CREDIT: 1001 223000 General Fund Advances In - \$30,000.24

Prepared by: Annette Mash-Smith Fiscal Specialist on behalf of FCFC

Resolution No. 2023-12.12.hh

A resolution authorizing the approval of partial repayment of an advance to the General Fund from Fund# 7521 Family, Children First Council

(Fairfield County Family and Children First Council)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund (2072) Public Children Services, sub-fund (8182) EPIC Grant

WHEREAS, the General Fund approved an advance of \$154,399.00 (resolution 2022-12.13.bb) for Sub-Fund 8182; and

WHEREAS, reimbursement has been submitted, but not yet received monies; and

WHEREAS, Fairfield County Job and Family Services would like to extend the repayment date of December 15, 2023 to February 15, 2024; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Fairfield County Board of Commissioners' extend the repayment date to February 15, 2024 for:

EPIC Grant (Sub-Fund 8182) advance of \$154,399.00

Prepared by: Annette Mash-Smith Fiscal Specialist

Resolution No. 2023-12.12.ii

A resolution authorizing the approval to extend the repayment date of an advance of funds – Fund (2072) Public Children Services, sub-fund (8182) EPIC Grant

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of a contract by and between
Fairfield County Probate Court and the Alcohol, Drug and Mental
Health Board of Fairfield County (ADAMH Board)
(Probate Court)**

WHEREAS, the Fairfield County Probate Court on behalf of the Fairfield County Board of Commissioners, wishes to contract with the Alcohol, Drug and Mental Health Board of Fairfield County; and

WHEREAS, the Alcohol, Drug and Mental Health Board of Fairfield County is committed to providing \$86,600.00 to assist in the provision of adult guardianship hearings and services for indigent adults with mental illness for a one-year period; and

WHEREAS, this contract agreement will begin on January 1, 2024, and end on December 31, 2024.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

Section 1. That the Fairfield County Board of Commissioners hereby authorizes the Fairfield County Probate Court to proceed with the contract agreement.

Prepared By: Alisha Hoffman
Fairfield County Juvenile Court

**CONTRACT BETWEEN
ALCOHOL, DRUG AND MENTAL HEALTH BOARD OF
FAIRFIELD COUNTY AND
FAIRFIELD COUNTY PROBATE COURT**

This Contract is entered into between the Alcohol, Drug and Mental Health Board of Fairfield County (ADAMH Board) and the Fairfield County Probate Court. This contract sets forth the terms and conditions between the Parties for the receipt of \$86,600 from ADAMH Board, at the request of Probate Court on an annual basis, to provide Probate Adult Guardianship hearings and services to indigent adults with mental illness.

In the process of fulfilling their statutory responsibilities and meeting their respective mission, the ADAMH Board and the Court serve many of the same clients; and

It is in the interest of the community, the Court, the ADAMH Board consumers, family members and treatment providers to provide guardianship hearings and services for indigent adults with mental illness living in Fairfield County as a statutory requirement of the Ohio Revised Code.

In consideration of the mutual promises herein made, the Parties agree to the following terms and conditions:

1. **TERM:** The CONTRACT is for a term of one year beginning January 1, 2024, and ending December 31, 2024.
2. **PROJECT FUNDING:** This agreement is based on fixed price compensation. The total cost to the Board for the performance of all work pursuant to this Agreement is not to exceed \$86,600. The Contract amount shall be paid within 30 days of execution of Contract.
3. **TARGET POPULATION:** Indigent adults with mental illness requiring guardianship services through the Fairfield County Probate Court.
4. **OUTCOME MEASUREMENT:** To provide the necessary probate guardianship services for Fairfield County indigent adults with mental illness.
5. **GENERAL:**
 - a) **CONFIDENTIALITY:** The Collaborative Parties agree to share any necessary client specific and aggregate data exclusively among their staff for the sole purpose of effectuating this CONTRACT, and to require their staff to maintain such confidentiality.
 - b) **AMENDMENT:** This contract may only be modified or amended by the express, signed written agreement of the Parties.
 - c) **ASSIGNMENT:** Neither this Contract nor any of the rights or responsibilities contained herein may be assigned, transferred, or subcontracted to any other party without the written approval of the Parties.
 - d) **TERMINATION:** Prior to the expiration of the term of this contract, any Party may terminate the contract by providing 30 days written notice to the other Party. The payment of costs shall be prorated according to the amount of services provided through the date of termination. Termination pursuant to this paragraph will relieve all Parties of further obligation under this contract, except for payment for costs and services rendered through the date of termination, which shall not

exceed the total amount of payments set forth in Section 2, "Project Funding". Notwithstanding any other provision herein, this agreement may be terminated by mutual agreement of the Parties at any time.

- e) **SEVERABILITY**: If any term of this contract or the application thereof is found to be invalid or unenforceable in law, the Parties agree that the remainder shall not be affected thereby.
- f) **NON-WAIVER**: Failure by any of the Parties to enforce any provision of this contract does not constitute a waiver of the right to enforce any future failure to comply with that or any other requirement of the contract.
- g) **GOVERNING LAW**: This contract shall be governed and interpreted under the laws of the State of Ohio and all disputes settled under the jurisdiction of the courts of the State of Ohio.
- h) **NOTICE**: All notices regarding this contract shall be sent by personal delivery, receipt required; certified mail, return receipt requested; or electronically followed by written confirmation to the respective addresses provided on the signature page of this document.
- i) **ENTIRETY**: This contract constitutes the entire agreement among the ADAMH Board and the Probate Court. No oral or written agreements not included herein, other than amendments completed in accordance with Section 5 (b) above, are binding on any Party.

IN WITNESS WHEREOF, the parties have executed this contract by affixing the signatures on the dates indicated below:

Marcy Fields

Marcy Fields, Executive Director
The ADAMH Board of Fairfield County
108 W. Main Street – Suite A
Lancaster, Ohio 43130

Date: 12/6/2023

J. L. Vandervoort

Judge Terre L. Vandervoort
Fairfield County Probate Court
224 E. Main Street – 3rd Floor
Lancaster, Ohio 43130

Date: 11/8/2023

APPROVED AS TO FORM:

**KYLE WITT
PROSECUTING ATTORNEY
FAIRFIELD COUNTY, OHIO**

BY: _____
Assistant Prosecuting Attorney

DATE: _____

Fairfield County Commissioners
210 East Main Street – 3rd Floor
Lancaster, Ohio 43130

Date

PROSECUTOR APPROVAL PAGE

Reference No. 2023-CON-0273

Reference Title: GSB Agreement

The foregoing contract is approved as to legal form on November 17, 2023 for the ADAMHS Board.

A handwritten signature in blue ink, appearing to read "A. R. Lines", is positioned above a horizontal line.

Austin R. Lines

Assistant Prosecuting Attorney

Fairfield County Prosecutor's Office

239 West Main Street, Suite 101

Lancaster, Ohio 43130

Phone: 740-652-7560

Fax: 740-653-4708

austin.lines2@fairfieldcountyohio.gov

Resolution No. 2023-12.12.jj

A resolution authorizing the approval of a contract by and between Fairfield County Probate Court and the Alcohol, Drug and Mental Health Board of Fairfield County (ADAMH Board) (Probate Court)

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund #1001 General Fund.
[Probate Court]**

WHEREAS, appropriations are needed to cover expenses for 2023; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$2,701.12 is hereby authorized as follows:

From: 20100100 Contractual Services \$1,300.00
To: 20100100 Personal Services \$1,300.00

From: 20100100 Contractual Services \$1,401.12
To: 20100100 Fringe Benefits \$1,401.12

Prepared by: Pamela Barkley
cc: Probate Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$2,701.12

From: 20100100-533027 Indigent Guardian \$1,300.00
To: 20100100-511010 Salaries \$1,300.00

From: 20100100-533027 Indigent Guardian \$200.00
To: 20100100-521000 Health Insurance \$200.00

From: 20100100-533027 Indigent Guardian \$1,200.00
To: 20100100-522000 Medicare \$1,200.00

From: 20100100-533027 Indigent Guardian \$1.12
To: 20100100-521100 Life Insurance \$1.12

Signature Page

Resolution No. 2023-12.12.kk

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund #1001 General Fund. [Probate Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 2859 Guardianship Services Board

WHEREAS, appropriations are needed to cover expenses for 2023; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$1,000.00 is hereby authorized as follows:

From: 20285900 Personal Services
To: 20285900 Fringe Benefits

Prepared by: Pamela Barkley
cc: GSB

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$1,000.00

From: 20285900-511010 Salaries \$800.00

To: 20285900-523000 Pers \$800.00

From: 20285900-511010 Salaries \$200.00

To: 20285900-521000 Health Insurance \$200.00

Resolution No. 2023-12.12.II

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 2859 Guardianship Services Board

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund #2316 Probate Computer Fund

WHEREAS, appropriations are needed to cover expenses for 2023; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$8,371.53 is hereby authorized as follows:

From: 20231600 Capital Outlay
To: 20231600 Contractual Services

Prepared by: Pam Barkley
cc: Probate Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$8,371.53

From: 20231600 574000 Equipment, Fixtures & Software \$8,371.53
To: 20231600 530000 Contractual Services \$8,371.53

Resolution No. 2023-12.12.mm

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund #2316 Probate Computer Fund

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund # 1001 General Fund.
[Juvenile Court]**

WHEREAS, appropriations are needed to cover expenses for 2023; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$1,800.00 is hereby authorized as follows:

From: 17100100 Contractual Services \$200.00
To: 17100100 Personal Services \$200.00

From: 17100100 Contractual Services \$1,600.00
To: 17100100 Fringe Benefits \$1,600.00

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$1,800.00

From: 17100100-532050 Transcription \$200.00
To: 17100101-511010 Salaries \$200.00

From: 17100100-532050 Transcription \$300.00
To: 17100101-521000 Health Insurance \$300.00

From: 17100100-532050 Transcription \$800.00
To: 17100101-522000 Medicare \$800.00

From: 17100100-532050 Transcription \$500.00
To: 17100101-523000 Pers \$500.00

Resolution No. 2023-12.12.nn

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure
Object Category – Fund # 1001 General Fund. [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund #8209 ATP Sub Fund to #2408 Drug Cout.
[Juvenile Court]**

WHEREAS, appropriations are needed to cover expenses for CY2023; and

WHEREAS, an account-to-account transfer will allow proper classification of major expenditure object categories.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the transfer of appropriations in the amount of \$2,000.00 is hereby authorized as follows:

From: 17820900 Contractual Services
To: 17820900 Materials and Supplies

Prepared by: Alisha Hoffman
cc: Juvenile Court

**Account-to-Account Transfer
For Auditor's Office Use Only:**

Total Transfer of Appropriations \$2,000.00

From: 17820900-530000 Contractual Services \$2,000.00
To: 17820900-561000 Food \$2,000.00

Resolution No. 2023-12.12.00

A Resolution Approving an Account-to-Account Transfer into a Major Expenditure Object Category – Fund #8209 ATP Sub Fund to #2408 Drug Court.

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2503 Police Revolving

WHEREAS, appropriations are needed in the major expenditure object category for Fund 2503 Police Revolving; and

WHEREAS, appropriate from unappropriated will allow proper accounting in the major expenditure object category.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. The Fairfield County Board of Commissioners appropriate from unappropriated into the following category:

\$15,000.00 23250300 Personal Services

For Auditor's Office Use Only:

Section 1.

23250300 513000 \$15,000.00

Prepared by: Elisa Dowdy
cc: Sheriff's Office

Resolution No. 2023-12.12.pp

A resolution to appropriate from unappropriated in a major expenditure object category Sheriff's Office Fund 2503 Police Revolving

(Fairfield County Sheriff)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution to approve the contract award for the Pickerington & Refugee Road Watermain Improvement Project; Utilities Fund 5046 Water

WHEREAS, the Fairfield County Utilities Department received bids for the Pickerington & Refugee Road Watermain Improvement Project on October 12, 2023; and

WHEREAS, the low bidder was Law General Contracting, Inc., with a bid price of \$318,310.98 which was less than the engineer's estimate of \$349,000; and

WHEREAS, the Director of Utilities has reviewed the bids and recommends the award of the Pickerington & Refugee Road Watermain Improvement project to Law General Contracting, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:

Section 1. That the Board of Fairfield County Commissioners concurs with the recommendations of the Director of Fairfield County Utilities and authorizes itself to execute Contract Documents with Fields Excavating, Inc., to perform the work necessary to construct the Allen Road Water & Service Line Project for the sum of \$318,310.98.

Section 2. That the Director of Fairfield County Utilities is directed to manage and administer the Contract and sign all appropriate documents up to the approved Contract Amount in an expeditious manner.

Prepared by: Joshua T.C. Anders
cc: Utilities Department

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fiscal Year 2023

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase Order # **23007597 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2024

B
I
L
L
T
OFAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 740-652-7120V
E
N
D
O
RLAW GENERAL CONTRACTTING INC
9128 MT VERNON ROAD
ST LOUISVILLE, OH 43071S
H
I
P
T
OOPERATIONS BUILDING-UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
Phone: 614-322-5200

VENDOR PHONE NUMBER		VENDOR FAX NUMBER		REQUISITION NUMBER	DELIVERY REFERENCE
8240					
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS		DEPARTMENT/LOCATION
11/16/2023	12841				UTILITIES-OPERATIONS
NOTES					

PO Requisitioner Name : Curtis Witham

E mail Address : curtis.witham@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	WATER BLANKET GL Account: 12504623 - 530000	1.0	EACH	\$320,000.00	\$320,000.00
GL SUMMARY					
12504623 - 530000		\$320,000.00			

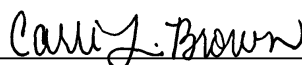
Invoice Date ____/____/____ Invoice Amount \$ _____ To Be paid ____/____/____ Warrant # _____

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$320,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 11/16/2023

12/12/2023



Auditor Fairfield County, OH

Purchase Order Total

\$320,000.00

300

For Department Use ONLY



Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Fairfield County Utilities Pickerington & Refugee Road Watermain Improvements

Project Manual

Bidding Requirements
Contract Documents
Technical Specifications

Prepared by:



CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
(614) 414-7979

July 2023

Title and Location of Work: Pickerington & Refugee Watermain Improvement

N.W corner of Pickerington & Refugee Road
Fairfield County, Ohio

Name and Address of Owner: Fairfield County Utilities
6670 Lockville Road NW
Carroll, Ohio 43112

Owner Contact: Tony Vogel, PE
Director of Utilities
tony.vogel@fairfieldcountyohio.gov

Engineer (Construction Services): Josh Anders, PE
Deputy Director
josh.anders@fairfieldcountyohio.gov

Design Engineering Services: Watcon Consulting Engineers & Surveyors.
83 Shull Avenue
Gahanna, OH 43230
614-414-7979

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FAIRFIELD COUNTY UTILITIES

PICKERINGTON and REFUGEE WATERMAIN
IMPROVEMENTS

-- END OF PROJECT TABLE OF CONTENTS --

PROJECT TITLE PAGE

000101-3

**ADVERTISEMENT FOR BIDS
FAIRFIELD COUNTY UTILITIES
FAIRFIELD COUNTY, OHIO
PICKERINGTON & REFUGEE ROAD WATERMAIN IMPROVEMENTS**

General Notice

FAIRFIELD COUNTY UTILITIES (Owner) is requesting Bids for the construction of the following Project:

PICKERINGTON & REFUGEE ROAD WATERMAIN IMPROVEMENTS

Project Location: N.W Corner of Intersection of Pickerington & Refugee Roads.

Lump sum bids for the construction of the Project will be received at the **Fairfield County Utilities Building** located at **6670 Lockville road NW, Carroll, Ohio, 43112**, until **Thursday, October 12th, 2023 at 10:30 AM** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Relocating approximately and constructing 700 feet of new 12" PVC watermain, 85' of new 10" PVC watermain, relocating and construction of a new Pressure Reducing Vault with associated appurtenances. Engineers Cost Estimate is \$349,000.00 for the project.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project are available on the Fairfield County Utilities website at:

[**https://www.co.fairfield.oh.us/util/**](https://www.co.fairfield.oh.us/util/)

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference will not be conducted for this Project.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **Fairfield County Utilities**

By: **Tony Vogel, PE**

Title: **Director of Utilities**

Date: **Monday, October 2nd, 2023 & Monday, October 9th, 2023**

EJCDC® C-111, Advertisement for Bids for Construction Contract.

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement for bids. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Deleted.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Bluebeam Revu X 64 Standard that will provide documents in Portable Document Format (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally

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control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. **Project manual**
 - b. **Construction Plans**
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Deleted

3.02 **Deleted**

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Deleted

B. A written statement that Bidder is authorized to do business in the State of Ohio or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

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- C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.
- 4.02 Deleted
- 4.03 Deleted
- 4.04 Deleted

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. There will be no scheduled site visit for bidders.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Josh Anders, josh.anders@fairfieldcountyohio.gov** Bidder must conduct the required Site visit during normal working hours.
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

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- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

- A. **Joshua T.C Anders, PE**
Deputy Director,
Fairfield County Utilities,
josh.anders@fairfieldcountyohio.gov

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

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Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 **Deleted**
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 **Deleted**
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or

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substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner

- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 **The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.**

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

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- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Deleted*

13.03 *Deleted*

13.04 *Deleted*

13.05 *Deleted*

13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 *Deleted*

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

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ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

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

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

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the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from **Ohio** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED (DELETED)

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Fairfield County Utilities, 6670 Lockville Road NW, Carroll, Ohio 43112
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price

\$318,310.98

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ARTICLE 4—DELETED

ARTICLE 5—DELETED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 **Deleted**
- 6.03 Deleted
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

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2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Law General Contracting Inc
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Nicholas Edwards
(typed or printed)

Title: Secretary
(typed or printed)

Date: Sept 28th 2023
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [Signature]
(individual's signature)

Name: Chad W. McNamee
(typed or printed)

Title: Chief Operating Officer
(typed or printed)

Date: 9-25-23
(typed or printed)

Address for giving notices:

9128 Mt Vernon Rd
St Louisville, Ohio 43071

Bidder's Contact:

Name: Bryan Murphy
(typed or printed)

Title: CEO
(typed or printed)

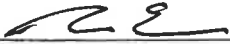



Phone: 740-814-4047

Email: Bryan@lawxtreme.com

Address: 9128 Mt. Vernon Rd
St Louisville, Ohio 43071

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Law General Contracting Inc. Address (principal place of business): 9128 Mt. Vernon Road St. Louisville, OH 43071	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way Schaumburg, IL 60196
Owner Name: Fairfield County Utilities Address (principal place of business): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112	Bid Project (name and location): Pickerington & Refugee Watermain Improvements Bid Due Date: September 28, 2023
Bond Penal Sum: [Amount] Date of Bond: [Date] September 28, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Law General Contracting Inc. <i>(Full formal name of Bidder)</i>	Surety Fidelity and Deposit Company of Maryland <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Nicholas Edwards</u> <i>(Printed or typed)</i>	Name: <u>Stephanie M. White</u> <i>(Printed or typed)</i>
Title: <u>Secretary</u>	Title: <u>Attorney-In-Fact</u>
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: <u>Chad W. Mikura</u> <i>(Printed or typed)</i>	Name: <u>Peyton Janlin</u> <i>(Printed or typed)</i>
Title: <u>Chief Operating Officer</u>	Title: <u>Surety Client Specialist</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gregory R. OVERMYER, Stephanie M. WHITE, Amy M. PERDUE, Jack KEHL, David N. CATANESE, Peyton JANLIN, Brian MOZENA **all of Columbus, Ohio**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 28th day of September, 2023



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2022

ASSETS	
Bonds.....	\$ 219,365,765
Stocks	17,619,752
Cash and Short-Term Investments	2,767,685
Reinsurance Recoverable	12,309,422
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	32,200,768
TOTAL ADMITTED ASSETS.....	\$ 284,263,392

LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses	\$ 545,031
Ceded Reinsurance Premiums Payable	42,850,834
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 43,395,865
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	240,867,527
Surplus as regards Policyholders.....	240,867,527
TOTAL	\$ 284,263,392

Securities carried at \$78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be \$266,908,407 and surplus as regards policyholders \$223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.



[Signature]
Notary Public

Certificate of Compliance



Issued 03/23/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE

of Illinois is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines

Workers Compensation

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Multiple Peril - Commercial

Multiple Peril - Homeowners

Other Liability

Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, THE certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$284,263,392, liabilities in the amount of \$43,395,865, and surplus of at least \$240,867,527.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director



NOTICE OF AWARD

Date of Issuance:

Owner: Fairfield County Utilities

Engineer: Josh Anders, P.E

Project: Pickerington & Refugee Watermain Improvements

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Pickerington & Refugee Watermain Improvements

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Five unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

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

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Fairfield County Utilities**

By (signature): _____

Name (printed): Tony Vogel, PE

Title: Director of Utilities

Copy: Engineer

EJCDC® C-510, Notice of Award.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Fairfield County Utilities** ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 8—WORK

- 8.05 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Relocating and construction of approximately 700 feet of 12" PVC watermain, 85' of 10" pvc watermain, relocating and construction of a new Pressure reducing Vault and associated appurtenances.**

ARTICLE 9—THE PROJECT

- 9.05 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Pickerington & Refugee Watermain Improvement.**

ARTICLE 10—ENGINEER

- 10.05 Josh Anders, PE of Fairfield County Utilities will act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 10.06 The part of the Project that pertains to the Work has been designed by **Watcon Consulting Engineers & Surveyors.**

ARTICLE 11—CONTRACT TIMES

11.05 *Time is of the Essence*

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

11.06 *Deleted*

11.07 *Contract Times: Days*

- A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

11.08 Deleted

11.09 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Deleted
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

11.10 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 12—CONTRACT PRICE

12.05 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of \$[number].

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 13—PAYMENT PROCEDURES

13.05 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

13.06 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage;

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.07 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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and American Society of Civil Engineers. All rights reserved.

Modified to include RD edits from RUS Bulletin 1780-26 (6/16/2020).

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13.08 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

13.09 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **3** percent per annum.

ARTICLE 14—CONTRACT DOCUMENTS

14.05 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: **Pickerington & Refugee Watermain Improvement**.
 - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid**
 - b. Notice of Award
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 15—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

15.05 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

15.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

15.07 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Board of Fairfield County Commissioners
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Steve Davis
(typed or printed)

Title: President
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Commissioners
210 East Main Street, Room 301
Lancaster, Ohio 43130

Designated Representative:

Name: Tony Vogel
(typed or printed)

Title: Director of Utilities
(typed or printed)

Address:

Fairfield County Utilities
6670 Lockville Road
Carroll, Ohio 43112

Phone: 740-652-7120

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

LAW GENERAL CONTRACTING, INC.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 10-12-2020
(date signed)

Name: BREAN MURPHY
(typed or printed)

Title: C.E.O.
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

9128 MT. VERNON RD.
ST. LOUISVILLE, OH 43021

Designated Representative:

Name: BRUCE CORBIN
(typed or printed)

Title: PRESIDENT
(typed or printed)

Address:

9128 MT. VERNON RD.
ST. LOUISVILLE, OH 43071

Phone: 740-404-2579

Email: bruce@lawxtreme.com

License No.: _____
(where applicable)

State: OHIO

NOTICE TO PROCEED

Owner: Fairfield County Utilities Owner's Project No.: _____
Engineer: Josh Anders, PE Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: Pickerington & Refugee Watermain Improvements
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **180 days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **180 days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Owner: Fairfield County Utilities
By (signature): _____
Name (printed): Tony Vogel, PE
Title: Director of Utilities
Date Issued: _____
Copy: Engineer

EJCDC® C-550, Notice to Proceed.

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PERFORMANCE BOND

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: Fairfield County Utilities Mailing address (principal place of business): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112	Contract Description (name and location): Pickerington & Refugee Watermain Improvements Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-610, Performance Bond.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
- 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: Fairfield County Utilities Mailing address (principal place of business): Fairfield County Utilities 6670 Lockville Road NW Carroll, Ohio 43112	Contract Description (name and location): Pickerington & Refugee Watermain Improvements Contract Price: _____ Effective Date of _____
Bond Bond Amount: \$ _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
By: _____ <i>(Full formal name of Contractor)</i> _____ <i>(Signature)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i> _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **Fairfield County Utilities**
Engineer: **Josh Anders, PE**
Contractor: _____ Contractor's Project No.: _____
Project: **Pickerington & Refugee Watermain Improvements**
Contract Name: _____

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

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

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): **Josh Anders, P.E**

Title: **Deputy Director Fairfield County Utilities**

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NOTICE OF ACCEPTABILITY OF WORK

Owner: **Fairfield County Utilities**

Engineer: **Josh Anders, PE**

Contractor:

Contractor's Project No.:

Project: **Pickering & Refugee Watermain Improvements**

Contract Name:

Notice Date:

Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By (signature):

Name (printed): Josh Anders, PE

Title: Deputy Director Fairfield
County Utilities

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal;

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seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted

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by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a

subsequently issues Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- H. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

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Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the

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Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work

at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work,

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or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of

their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may

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submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

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- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon

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request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

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- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants,

and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal"

item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall

initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims,

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costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

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

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with

them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. *Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.*

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

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

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

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

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

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

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

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responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from

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subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

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

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's

safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may

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require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work,

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in

an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

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

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1— DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Amend Paragraph 1.01.A.9 by striking out "challenging a set off against payments due; or seeking other relief with respect to the terms of the Contract".

SC-1.01 Amend Paragraph 1.01.A.50 to read as follows:

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

ARTICLE 2— PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract.
- C. *Evidence of Owner's Insurance*: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any).

2.02 *Copies of Documents*

SC-2.02 Deleted.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor five (5) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the

Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

- a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

- 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
- 2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and

acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$100 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3— CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

3.03 Reporting and Resolving Discrepancies

SC-3.03 Amend Paragraph 3.03.A.3 to read as follows:

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

SC-3.03 Amend Paragraph 3.03.A by adding the following subparagraph.

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed

without such notification to Engineer shall be at Contractor's expense (except in an emergency as authorized by Paragraph 7.15).

SC-3.03 Amend Paragraph 3.03.B.1 by striking out "prepared by or for Engineer".

3.04 Requirements of the Contract Documents

SC-3.04 Amend the last sentence of Paragraph 3.04.A to read as "Owner will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work."

SC-3.04 Amend Paragraph 3.04.B to read as follows:

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor upon the Owner's acceptance of the Engineer's ruling, unless it appeals by submitting a Change Proposal and that Change Proposal is accepted by both the Engineer and Owner.

ARTICLE 4— COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in Contractor's Progress

SC-4.05 Paragraph is mandatory for WWD projects.

SC-4.05 Amend Paragraph 4.05.C by striking out "Contractor shall" and replacing with "Contractor may".

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Abnormal weather conditions are hereby defined as a condition in which the Contractor's workday production is reduced by more than 50 percent of items on the Critical Path due to weather or season conditions. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a

workday) through 7:00 p.m. on the workday in question equals or exceeds 1.0-inch of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

- ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 20 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Oceanic and Atmospheric Administration (NOAA) weather monitoring station at Wilmington Air Park (ILN).
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B —Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
- c. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five (5) days or the end of the abnormal weather event. It is the Contractor’s responsibility to provide the information listed in SC-4.05.C.b.
- d. The Contractor’s accepted progress Schedule must reflect the anticipated weather delays as presented in the table in Exhibit B. The table applies to the duration between contract execution and original completion date. Extensions for abnormal weather condition delays beyond the original completion date will be the actual workdays lost due to abnormal weather conditions.
- e. The Owner/Engineer will not consider weekends and holidays as lost workdays unless the Owner directs the Contractor to work those days.

SC-4.05 Amend Paragraph 4.05.D.2 to read as follows:

- 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

ARTICLE 5— SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

SC-5.01 Amend Paragraph 5.01.B to read as follows:

- B. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

5.02 Use of Site and Other Areas

SC-5.02 Amend Paragraph 5.02.A.2 to read as follows:

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by dispute resolution proceeding, or in a court of competent jurisdiction located in Fairfield County, Ohio; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to

the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
TUSSING ROAD WATER TREATMENT FACILITY IMPROVEMENTS	07/07/2003	Record Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Fairfield County Utilities building during regular business hours, or may request copies from Owner.

5.04 Differing Subsurface or Physical Conditions

- SC-5.04 Amend Paragraph 5.04.A by striking out “promptly” and replacing with “within 48 hours”.
- SC-5.04 Amend Paragraph 5.04.C by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.04 Amend Paragraph 5.04.E.4 by striking out “30 days” and replacing with “10 days”.

5.05 Underground Facilities

- SC-5.05 Amend Paragraph 5.05.D by striking out “Owner shall” and replacing with “Owner may”.
- SC-5.05 Amend Paragraph 5.05.F.1 to read as follows:

- Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to all of the following:

5.06 Hazardous Environmental Conditions

- SC-5.06 Modify Paragraph 5.06.A to read:

A. *Reports and Drawings:* The Supplementary Conditions/Agreement identifies:

- SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

SC-5.06 Amend Paragraph 5.06.G to read as follows:

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 10 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal for the Owner's consideration, or the Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

SC-5.06 Delete Paragraph 5.06.I in its entirety.

SC-5.06 Amend Paragraph 5.06.J by striking out "arbitration or other" within the subparagraph.

ARTICLE 6— BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Amend Paragraph 6.01.F by striking out "Owner shall" and replacing with "Owner may".

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.H:

- I. **Material Default or Termination.** If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents. If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-

day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond. If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents. This Paragraph 5.01.D is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations. In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

SC-6.01 Deleted.

6.02 *Insurance—General Provisions*

SC-6.02 Amend Paragraph 6.02.E by striking out "Owner shall" and replacing with "Owner may" in both locations.

SC-6.02 Amend Paragraph 6.02.J by striking out "Owner may" and replacing with "Owner shall".

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000

Workers' Compensation and Related Policies	Policy limits of not less than:
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$1,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution

EJCDC® C-800, Supplementary Conditions of the Construction Contract.

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of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. The following provisions shall also apply to the insurance provided by the Contractor:

1. Contractor's insurance shall be primary and non-contributory.
2. Insurance policies shall be written on an occurrence basis only.
3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.
4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.
5. The additional insured endorsement shall be ISO 20 10 10 01 and CG 2037 10 01 or their equivalents so that Completed Operations liability extends to the additional insureds after the completion of the Project.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Amend Paragraph 6.04.C by striking out "Owner shall" and replacing with "Owner may".

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication,

construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of \$500,000.
5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of \$250,000.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$5,000 for direct physical loss in any one occurrence.

SC-6.04 Deleted.

ARTICLE 7— CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 4:30 PM EST, Monday through Friday.
2. Observed legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:

For purposes of administering the foregoing requirement, additional overtime costs are defined as 1.5 times the hourly rate.

7.04 Services, Materials, and Equipment

SC-7.04 Supplement Paragraph 7.04.B by adding the following at the end of this paragraph:

Contractor warrants that all materials and equipment for which Contractor has primary responsibility for choosing are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

7.06 Substitutes

SC-7.06 Amend Paragraph 7.06.F by striking out the last sentence: "Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittals of a Change Proposal."

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Delete Paragraph 7.07.A. in its entirety and replace with the following:

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-7.07 Delete Paragraph 7.07.F. in its entirety and replace with the following:

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor may be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B in its entirety.

SC-7.08 Amend Paragraph 7.08.C by striking out "arbitration or other" within the subparagraph.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 *Laws and Regulations*

SC-7.11 Amend Paragraph 7.11.B by striking out "arbitration or other" within the subparagraph.

SC-7.11 Delete Paragraph 7.11.C. in its entirety and replace with the following:

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 10 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 12.05.

7.13 *Safety and Protection*

7.13 *Safety and Protection*

SC-7.13 Amend Paragraph 7.13.D to read as follows:

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense.

7.17 *Contractor's General Warranty and Guarantee*

SC-7.17 Amend Paragraph 7.13.B and Subparagraphs 7.17.B.1-2 to read as follows:

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08.

1. Owner shall give Contractor written notice of any defective Work within 1 year of the discovery that such Work is defective; and
2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

7.18 *Indemnification*

SC-7.18 Delete Paragraph 7.18.A. in its entirety and replace with the following:

- B. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, to damage to or destruction of tangible property (other than the Work itself), or from a breach of the Contractor's obligations under the Contract Documents, including the loss of use resulting therefrom, the act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8— OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Deleted.

8.03 *Legal Relationships*

SC-8.03 Amend Paragraph 8.03.A by striking out "Contractor shall" and replacing with "Contractor may" and striking out "30 days" and replacing with "10 days".

SC-8.03 Amend Paragraph 8.03.B.1 by striking out "Owner shall" and replacing with "Owner may".

SC-8.03 Amend Paragraph 8.03.C by striking out "arbitration or other" in both locations within the subparagraph.

ARTICLE 9— OWNER'S RESPONSIBILITIES

9.02 *Replacement of Engineer*

SC-9.02 Delete Paragraph 9.02.A. in its entirety and replace with the following:

- A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner's Site Representative*

- A. Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be an employee of Owner.

ARTICLE 10— ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Deleted.

ARTICLE 11— CHANGES TO THE CONTRACT

11.02 *Change Orders*

SC-11.02 Amend Paragraph 11.02.A by striking out "Owner shall" and replacing with "Owner may".

SC-11.02 Delete Paragraph 11.02.A.2 in its entirety and replace with the following:

2. Changes in Contract Price where the Owner and Contractor have mutually agreed to the change in price;

11.03 *Work Change Directives*

SC-11.03 Amend Paragraph 11.03.B.1 by striking out "30 days" and replacing with "10 days".

11.04 *Field Orders*

SC-11.04 Delete Paragraph 11.04.B in its entirety and replace with the following:

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, the Contractor shall submit a Change Proposal no later than 7 days after receiving notice of the Field Order.

11.07 *Change of Contract Price*

SC-11.07 Amend Paragraph 11.07.A to read as follows:

- A. The Contract Price may only be changed by a mutually agreed upon Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

SC-11.07 Delete Paragraph 11.07.C. in its entirety and replace with the following:

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit may be determined as follows:

1. A mutually acceptable fixed fee.

ARTICLE 12— CLAIMS

12.01 *Claims*

SC-12.01 Delete Subparagraphs 12.01.A-G and add the following new subparagraphs:

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

B. *Notice*: As a condition precedent to a change in the Contract Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner, within 21 days of the start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, the Contractor's obligation to deliver a fully completed Statement of Claim form within such 21 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

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

E. Engineer's written action under Paragraph 12.01.C or denial pursuant to Paragraphs 12.01.C.3 or 12.01.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Article 17 within 30 days of substantial completion of the Work.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 12.01.

G. *False or Fraudulent Claim*: The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning

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as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

H. *Claim Documentation*: Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

ARTICLE 13— COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Supplement Paragraph 13.03.A to read as follows:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold.

ARTICLE 14— TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.07 Owner May Correct Defective Work

SC-14.07 Delete Paragraph 14.07.A. in its entirety and replace with the following:

- A. If Contractor fails within two (2) business days of written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct defective Work, or to remove and replace, or take reasonable steps to remove and replace, defective Work as required by Engineer, then Owner may correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 14.07.

ARTICLE 15— PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Delete subparagraph 15.01.B.4 in its entirety and add the following new subparagraphs:

4. Retainage: Partial payments to Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract Completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to Contractor, no additional funds shall be retained from payments for labor.
5. Contractor shall submit one original on 8-1/2 by 11-inch paper of each lien waiver submitted.
6. Contractor shall submit one copy of each pay request for approval.
7. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

8. All stored equipment and materials for which payment is requested shall have six copies (unless a different quantity is otherwise agreed upon) of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
9. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
10. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.03 Add the following new subparagraph to Paragraph 15.03:

- G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for

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purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

SC-15.04 Add the following new Paragraph 15.04.A.4 immediately following to Paragraph 15.04.A.3:

4. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

15.06 *Final Payment*

SC-15.06 Amend Paragraph 15.06.A.3 by striking out "Contractor may" and replacing with "Contractor shall" in both locations.

SC-15.06 Delete "set offs for liquidated damages and" from Paragraph 15.06.E.

15.08 *Correction Period*

SC-15.08 Amend Paragraph 15.08.B by striking out "60 days" and replacing with "180 days" within both locations of the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out "60 days" and replacing with "180 days" within the subparagraph.

SC-15.08 Amend Paragraph 15.08.C by striking out "arbitration or other" within the subparagraph.

ARTICLE 16— SUSPENSION OF WORK AND TERMINATION

16.02 *Owner May Terminate for Cause*

SC-16.02 Amend Paragraph 16.02.A.1 by striking out "persistent" within the subparagraph.

SC-16.02 Amend Paragraph 16.02.B by striking out "10 days' written notice" and replacing with "three (3) business days' written notice".

SC-16.02 Amend Paragraph 16.02.B by adding the following subparagraphs:

3. Complete the Work as Owner may deem expedient
4. Such termination shall be effective as of the date stated in the termination notice provided to Contractor

SC-16.02 Amend Paragraph 16.02.D by striking out "7 days" and replacing with "three (3) business days".

16.03 *Owner May Terminate for Convenience*

SC-16.03 Delete Paragraphs 16.03.A and 16.03.A.1-3 in their entirety and replace with the following:

- A. Upon three (3) business days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. Such termination shall be effective as of the date stated in the written notice. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

SC-16.03 Add the following new subparagraph to Paragraph 16.03:

- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

SC-16.04 Amend paragraph 16.04.B by striking out the following: ", including interest thereon".

ARTICLE 17— FINAL RESOLUTIONS OF DISPUTES

17.01 *Methods and Procedures*

SC-17.01 Delete Paragraphs 17.01.A-B and replace with the following:

A. Settlement, Methods and Procedures

- 1. In addition to Owner's entitlement to attorney's fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, Contractor shall be liable to Owner and shall reimburse Owner for all attorney's fees, costs and expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.
- 2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for Fairfield County, Ohio, which shall have

exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court, including any U.S. District Court

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01:

ARTICLE 18— MISCELLANEOUS

18.07 *Controlling Law*

SC-18.07 Amend Paragraph 18.07.A by striking out “state in which Project is located” and replacing with “State of Ohio”.

18.08 *Assignment of Contract*

SC-18.08 Deleted.

SC-18.11 Add the following new Section 18.11 immediately after Section 18.10:

18.11 *Equal Employment Opportunity and Non Discrimination*

- A. The Contractor shall comply with, and shall require all Subcontractors of any tier to comply with, the applicable equal employment opportunity and nondiscrimination statutes and regulations of the State of Ohio.

SC-18.12 Add the following new Section 18.12 to the General Conditions:

18.12 *Contract Work Hours and Safety Standard Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable federal regulations for contract work hours and safety standards.

SC-18.13 Add the following new Section 18.13 to the General Conditions:

18.13 *Clean Air Act*

- A. All Contractors and Subcontractors, of any tier, shall comply with the applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, et seq.) and the Federal Water Pollution Control Act (33 U.S. C. 1251, et seq.), as amended.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 10 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2013			
DOC	Microsoft® Word .docx format Version Office 2019			
EXC	Microsoft® Excel .xls or .xml format Version Office 2019			
DB	Microsoft® Access .mdb format Version Office 2019			

Exhibit A—Software Requirements for Electronic Document Exchange.

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EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

Exhibit B—Foreseeable Bad Weather Days.

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EXHIBIT C—GEOTECHNICAL BASELINE REPORT SUPPLEMENT TO THE SUPPLEMENTARY CONDITIONS

Not Used.

FIELD ORDER NO.:

Owner: Fairfield County Utilities

Engineer: Josh Anders, PE

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Date Issued:

Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____
Title: _____
Date: _____

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SECTION 007343 – WAGE DETERMINATION

PART 1 GENERAL

1.1 REFERENCE

- A. Prevailing wage rates, as determined by the Ohio Bureau of Employment Services (OBES) for Fairfield County, the county in which the project is located, shall be used in accordance with the provisions in Chapter 4115 of the Ohio Revised Code.

1.2 USE

- A. Keep posted, at all times, the current wage rate pages, including the first page which shows the date of expiration.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

1.3 REFERENCE

- A. Prevailing wage rates, as determined by the State of Ohio for the applicable work.

1.4 USE

- A. Keep posted, at all times, the current wage rate front page of each Section showing the dates of publication.
- B. Maintain, throughout the construction period, a legible, up-to-date copy. Post in a conspicuous place accessible to workers and protected from the weather.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 007343

SECTION 011000 – SUMMARY

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Contract description.
 - 2. Work by Owner or other Work at the Site.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes relocating approximately 700 feet of 12" watermain, relocating a new Pressure Reducing Vault, fire hydrant and associated appurtenances.
- B. Use Drawings as necessary to define extent of Contract; include affected temporary facilities, site work, and utilities.

1.3 WORK BY OWNER OR OTHERS

- A. Coordinate Work with utilities of Owner and public or private agencies.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 011000

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SECTION 012000 – PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Application for Payment.
- B. Change procedures.
- C. Defect assessment.

1.2 APPLICATION FOR PAYMENT

- A. Submit one copy of Application for Payment on EJCDC Document C-260 – Contractor's Application for Payment and submit updated construction schedule with each Application for Payment.
- B. Payment Period: Submit at monthly intervals
- C. Submit submittals with transmittal letter as specified in Section 013300 – Submittal Procedures
- D. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs specified in Section 013300 – Submittal Procedures
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Affidavits attesting to off-Site stored products.
 - 4. Construction Progress Schedule, revised and current as specified in Section 013300 – Submittal Procedures

1.3 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.

- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum Price or Contract Time by issuing supplemental instructions on EJCDC-C-942.
- E. Engineer may issue Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change
- F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum Price and Contract Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

1.4 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. Individual Specification Sections may modify these options or may identify specific formula or percentage sum price reduction.
- D. Authority of Engineer to assess defects and identify payment adjustments is final.
- E. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 012000

SECTION 013000 – ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Closeout meeting.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements
- B. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings.
 - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction.
- C. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- D. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award
- B. Attendance Required: Engineer, Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Execution of Owner–Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

3. Distribution of Contract Documents.
 4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
 5. Designation of personnel representing parties in Contract, and Engineer.
 6. Communication procedures.
 7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Scheduling.
 9. Critical Work sequencing.
- D. Contractor: Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

1.4 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractors and suppliers, and Engineer, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems impeding planned progress.
 5. Review of submittal schedule and status of submittals.
 6. Review of off-Site fabrication and delivery schedules.
 7. Maintenance of Progress Schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on Progress Schedule and coordination.
 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to participants within two days after meeting, to Engineer, Owner, and those affected by decisions made.

1.5 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Contractor Construction Manager, Notify Engineer seven days in advance of meeting date.
- C. Minimum Agenda:
 - 1. Start-up of facilities and systems.
 - 2. Operations and maintenance manuals.
 - 3. Testing, adjusting, and balancing.
 - 4. System demonstration and observation.
 - 5. Operation and maintenance instructions for Owner's personnel.
 - 6. Contractor's inspection of Work.
 - 7. Contractor's preparation of an initial "punch list."
 - 8. Procedure to request Engineer inspection to determine date of Substantial Completion.
 - 9. Completion time for correcting deficiencies.
 - 10. Final cleaning.
 - 11. Preparation for final inspection.
 - 12. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 13. Final Application for Payment.
 - 14. Contractor's demobilization of Site.
 - 15. Maintenance.
- D. Record minutes and distribute copies to participants within two days after meeting, with two copies each to Engineer, Owner, and those affected by decisions made.

END OF SECTION 013000

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SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- B. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
 - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
 - 6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with two years' minimum experience in scheduling construction work of complexity comparable to the Project, and having use of computer facilities capable of delivering detailed graphic printout within 48 hours of request.
- B. Contractor's Administrative Personnel: 2 years' minimum experience in using and monitoring schedules on comparable Projects.

1.4 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
 - c. Move-in and other preliminary activities.
 - d. Equipment and equipment system test and startup activities.
 - e. Project closeout and cleanup.
 - f. Work sequences, constraints, and milestones.
 - 2. Listings identified by Specification Section number.
 - 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and sub activity.
 - c. Critical activities and Project float.
 - d. Sub schedules to further define critical portions of Work.

1.5 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.6 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Annotate schedules to depict current status of Work.

- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect

1.7 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 013216

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SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Electronic CAD files of Project Drawings.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Contractor review.
- K. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.

1.3 SUBMITTAL PROCEDURES

- A. Identify: Project, Date, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- C. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.

- D. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- E. Allow space on submittals for Contractor and Engineer review stamps.
- F. When revised for resubmission, identify changes made since previous submission.
- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- H. Submittals not requested will not be recognized nor processed.
- I. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 – Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner–Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Engineer will retain.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
 - 5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
 - 6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.
- C. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

1.8 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to Engineer for aesthetic, color, and finish selection.
 - 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents
- I. Informational Submittal: Design data are typically submitted for Engineer's knowledge as Contract administrator or for Owner.
- J. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- K. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.
- D. Identify each print on front. Identify name of Project orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- E. Digital Images: Deliver complete set of digital image electronic files to Owner with Project record documents. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed TIFF format, produced by digital camera with minimum sensor size of 4.0 megapixels, and image resolution of not less than 1024 by 768
 - 2. Date and Time: Include date and time in filename for each image.

1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.12 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined

by Engineer after consultation with Owner and Contractor Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.

- B. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- C. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, or Work Change Directive.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 013300

SECTION 014000 – QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Testing and inspection services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
 - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time.
 - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.

- C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as noncompliant.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Engineer and independent firm **24** hours before expected time for operations requiring services.
 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Lump Sum Price.
- G. Agency Responsibilities:
1. Test Samples of mixes submitted by Contractor.
 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
 3. Perform indicated sampling and testing of products according to specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 6. Perform additional tests required by Engineer.
 7. Attend preconstruction meetings and progress meetings.
- H. Agency Reports: After each test, promptly submit **two** copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and Specification Section.
 6. Location in Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.

I. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 014000

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SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction waste management plan.
2. Construction waste recycling.

1.2 PLAN REQUIREMENTS

A. Develop and implement construction waste management plan as approved by Engineer.

B. Intent:

1. Divert construction, demolition, and land-clearing debris from landfill disposal.
2. Redirect recyclable material back to manufacturing process.
3. Generate cost savings or increase minimal additional cost to Project for waste disposal.

1.3 SUBMITTALS

A. Section 013300 – Submittal Procedures contains requirements for submittals.

B. Construction Waste Management Plan: Submit construction waste management plan describing methods and procedures for implementation and monitoring compliance including the following:

1. Transportation company hauling construction waste to waste processing facilities.
2. Recycling and adaptive reuse processing facilities and waste type each facility will accept.
3. Construction waste materials anticipated for recycling and adaptive reuse.
4. On-Site sorting and Site storage methods.

C. Submit documentation prior to Substantial Completion substantiating construction waste management plan was maintained and goals were achieved.

1. Trash: Quantity by weight deposited in landfills. Include associated fees, transportation costs, container rentals, and taxes for total cost of disposal.
2. Salvaged Material: Quantity by weight with destination for each type of material salvaged for resale, recycling, or adaptive reuse. Include associated fees, transportation costs, container rentals, taxes for total cost of disposal, and reimbursements due to salvage resale.

3. Total Cost: Indicate total cost or savings for implementation of construction waste management plan.

1.4 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Implement construction waste management plan at start of construction.
- B. Review construction waste management plan at preconstruction meeting and progress meetings specified in Section 013000 – Administrative Requirements.
- C. Distribute approved construction waste management plan to Subcontractors and others affected by plan requirements.
- D. Oversee plan implementation, instruct construction personnel for plan compliance, and document plan results.
- E. Purchase products to prevent waste by:
 1. Ensuring correct quantity of each material is delivered to Site.
 2. Choosing products with minimal or no packaging.
 3. Requiring suppliers to use returnable pallets or containers.
 4. Requiring suppliers to take or buy back rejected or unused items.

1.5 CONSTRUCTION WASTE RECYCLING

- A. Use source separation method or comingling method suitable to sorting and processing method of selected recycling center. Dispose nonrecyclable trash separately into landfill.
- B. Source Separation Method: Recyclable materials separated from trash and sorted into separate bins or containers, identified by waste type, prior to transportation to recycling center.
- C. Comingling Method: Recyclable materials separated from trash and placed in unsorted bins or container for sorting at recycling center.
- D. Materials suggested for recycling include:
 1. Packing materials including paper, cardboard, foam plastic, and sheeting.
 2. Recyclable plastics.
 3. Organic plant debris.
 4. Earth materials.
 5. Native stone and granular fill.
 6. Asphalt and concrete paving.
 7. Wood with and without embedded nails and staples.
 8. Glass, clear and colored types.
 9. Metals.
 10. Equipment oil.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 CONSTRUCTION WASTE COLLECTION

- A. Collect construction waste materials in marked bins or containers and arrange for transportation to recycling centers or adaptive salvage and reuse processing facilities.
- B. Maintain recycling and adaptive reuse storage and collection area in orderly arrangement with materials separated to eliminate co-mingling of materials required to be delivered separately to waste processing facility.
- C. Store construction waste materials to prevent environmental pollution, fire hazards, hazards to persons and property, and contamination of stored materials.
- D. Cover construction waste materials subject to disintegration, evaporation, settling, or runoff to prevent polluting air, water, and soil.

3.2 CONSTRUCTION WASTE DISPOSAL

- A. Deliver construction waste to waste processing facilities. Obtain receipt for deliveries.
- B. Dispose of construction waste not capable of being recycled or adaptively reused by delivery to landfill, incinerator, or other legal disposal facility. Obtain receipt for deliveries.

END OF SECTION 017419

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SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Requirements:
 - 1. C-700 Standard General Conditions of the Construction Contract.
 - 2. C-800 Supplementary Conditions of the Construction Contract.
 - 3. Section 013000 Administrative Requirements.
 - 4. Section 013300 Submittal Requirements.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
 - 1. Submit a final Application for Payment in accordance with Section 012900 Price and Payment Procedures.
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order,
 - 2. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.
 - b. Three paper copies. Engineer will return two copies.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1. Submit on digital media acceptable to Owner.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
- b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- c. Remove debris and surface dust from limited-access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- d. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
- e. Vacuum and mop concrete.
- f. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- g. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

- B. Construction Waste Disposal: Remove all construction waste from the site specified in Section 017419 Construction Waste Management and Disposal. Construction materials classified as construction and demolition debris shall be disposed of in a certified landfill.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 01770

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SECTION 260010 – BASIC ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE

- A. The work shall include the furnishing of systems, equipment and materials specified in this Division and as called for on the Drawings, to include: supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation.
- B. Drawings for the work are diagrammatic, intended to convey the scope of the work and to indicate the general arrangement and locations of the work. Because of the scale of the Drawings, certain basic items such as conduit fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other Sections, or where they are required for proper installation of the work, such items shall be included.
- C. Equipment Specification may not deal individually with minute items such as components, parts, controls and devices which may be required to produce the equipment performance specified or as required to meet the equipment warranties. Where such items are required, they shall be included by the supplier of the equipment, whether or not specifically called for.

1.3 ELECTRICAL REFERENCE SYMBOLS

- A. Symbols used on the floor plans are defined in the Electrical Symbols Schedule on the Drawings. Not necessarily will all symbols scheduled be required for the project.
- B. The symbols used for schematic or one line power and control wiring diagrams are American Standard Graphical Electrical Symbols and are published in American Standard Chart Z32.3.

1.4 PERMITS, INSPECTIONS AND CODES

- A. The Contractor shall secure and pay for all permits and inspections required by the governing authorities for the prosecution of the electrical work. All permits and certificates of inspection and approval signed by the controlling building department shall become the property of the Owner.
- B. All wiring shall be in compliance with the current edition of the National Electric Code, applicable State and City regulations and OSHA. In cases of conflict between Code and Specifications, the more restrictive requirements shall govern.

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1.5 VISIT TO THE SITE

- A. The Electrical Contractor is not required to visit the site of the work but is available to visit the site and familiarize himself with all such conditions affecting the work. The submission of his bid proposal shall presuppose his knowledge of all such conditions.

1.6 WORKMANSHIP

- A. Employ only experienced craftsmen under direct supervision of a full time competent foreman.
- B. Keep fully informed as to progress of work, so that work of this Division may be built into place in sufficient time to insure against delay to other trades, and to prevent misalignments or damage to electrical work.
- C. All work shall be completed in a neat and workmanlike manner as described and illustrated in the ANSI standards publication "*NECA 1-2000 Standard Practices for Good Workmanship in Electrical Contracting*".

1.7 COORDINATION, CONDUCT AND SCHEDULING OF WORK

- A. Drawings are diagrammatic, indicating general arrangement, approximate sizes, general locations of equipment and outlets. Verify dimensions in field; adjust to manufacturer's shop drawings. Do not scale drawings.
- B. Architectural and structural drawings supersede electrical drawings. Determine that work of this Division can be accommodated within spaces provided. Notify Construction Manager and/or Architect of any interferences before starting installation.
- C. Determine sizes, locations for chases, openings necessary for installation of electrical work; cooperate with other trades in setting of sleeves, inserts and hangers.
- D. Coordinate and schedule all proposed power or utility cutovers and shutdowns in advance with the Owner. Where required by the Owner, perform cutover work during non-business hours or on weekends. Existing services shall be removed only after cutover to new services.
- E. Coordinate this work with all trades, serving utilities and equipment suppliers. Arrange operation, submittal approvals and equipment delivery, so as not to delay installation or completion of any parts of interrelated work so that construction may proceed on schedule.
- F. Cooperate with Mechanical trades in preparing interference drawings for points where there is possible conflict between trades. Exact locations of pipes, ducts, conduit based on field measurements with final arrangement to be determined by intra-trade agreements subject to Construction Manager's and/or Architect's review.

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- G. Architect reserves the right to make reasonable changes in indicated locations without extra cost to the Owner.
- H. Drawings other than electrical drawings, and other sections of this Specification, may show or specify electrically operated equipment, wiring diagrams, etc. The Contractor shall examine all such drawings and specification sections and become familiar with the characteristics and required connections for all equipment.
- I. Conduits, wiring and equipment shall be arranged substantially as indicated. Any change resulting in a savings in labor or material shall be made only in accordance with a contract change order. Deviations shall be made only where necessary to avoid interferences and only after drawings showing the proposed deviations have been submitted to and approved by the Architect.

1.8 MATERIALS

- A. All equipment and devices shall be new and shall conform to NEMA and Underwriters' Laboratories Standards. Where Specifications describe, or plans show, materials or equipment of higher quality than required by code and local ruling, the Drawings and Specifications shall govern the quality of the material or equipment.
- B. Materials and equipment used as extensions to existing special systems shall be of matching electrical characteristics for satisfactory operation of the complete system and shall be of the same manufacture and design unless otherwise approved.
- C. The Contractor shall submit proof, if requested by the Architect, that the materials, appliances, equipment or devices that he furnishes and installs under this contract, meet the requirements of the Underwriters' Laboratories, Inc. and its publications will be referred to hereinafter by the abbreviation UL, with or without additional identifying symbols.
- D. The National Electrical Code (NEC) of the National Fire Protection Association, and Publications and Standards of the organizations listed below are referenced herein by the abbreviations noted in parentheses, with or without additional identifying symbols. Unless otherwise specified, all work shall be manufactured, tested and installed in accordance with such reference standards.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Underwriters' Laboratories, Inc. (UL)
 - 3. Insulated Power Cable Engineers Association (IPCEA)
 - 4. National Electrical Manufacturers Association (NEMA)
 - 5. Institute of Electrical and Electronic Engineers (IEEE)
 - 6. American National Standards Institute, Inc. (ANSI)
 - 7. National Fire Protection Association (NFPA)

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1.9 GUARANTEE

- A. The Electrical Contractor shall guarantee for a period of one year that all work and equipment will remain free from all defects in workmanship and materials, and that it will comply with all the specific requirements of the Specifications and other Contract Documents governing the work.
- B. All work found to be defective will be replaced with new work meeting all the requirements of the Contract. The Electrical Contractor will bear all costs of supplying such new work, and installing and finishing same, and will assume all costs for replacing other work damaged by the removal and replacement of any of the work. The Electrical Contractor will bear all costs for freight, drayage and demurrage, and all labor in connection therewith.

1.10 SUBMITTALS

- A. This Contractor shall prepare or obtain from the manufacturer certified shop drawings for all equipment and material to be furnished as indicated in each of the individual Specification Sections.
- B. Submit hard copies of each submittal to the Architect for approval before proceeding with installation or construction. Refer to Division 1 specifications for further instructions. Electronic submittals are not acceptable.
- C. AutoCAD floor plans are available to Vendors and Contractors to assist in generation of shop drawings. A nominal fee will be charged to prepare the plans for transmission. Refer to Attachment "A" of this specification section for the required faxable "Electronic File Transfer Agreement" form.
- D. Prior to the signing of the contract, the successful bidder shall submit to the Architect a list of manufacturers of the major items of equipment he proposes to furnish and the names of any subcontractors he proposes to employ.

1.11 SUBSTITUTION

- A. Bidders desiring to make a substitution for the specified brand or method shall list such proposed substitution. In each case state the difference in price where substitution is offered. If there is no difference in price, so state.
- B. It shall be understood that the proposal submitted shall be based on the different branches of work and materials specified, and that the Owner is entitled to the use of the materials so specified. Substitution sheet shall be signed and dated by the Electrical Contractor and shall be formatted as follows:

Brand or make specified	Proposed Substitution	Add	Deduct
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1.12 NAMEPLATES AND LABELS

- A. The Electrical Contractor shall furnish and install a system of nameplates designed to identify each piece of equipment, control unit thereon, and major distribution points. The following color scheme shall be used as a guide:
 - 1. For switchboards, panelboards, control centers, panels, switches, and devices served by "normal" power, use black plastic laminated nameplates with white engraved letters. For equipment served by "emergency" power, use red plastic laminated nameplates with white engraved letters. Unless noted otherwise on the drawings, nameplates shall identify equipment name/designation.
 - 2. For fire alarm system cabinet and panels, use red laminated plastic nameplates with white engraved letters.
 - 3. Size of nameplates shall be made to readily differentiate between, and identify, equipment and usage. Nameplate identifying items that are transferred to emergency power shall carry a nameplate saying "EMERGENCY".
 - 4. Exposed feeder conduits shall be identified as to load fed and voltage (Normal or Emergency) with 1" high black stenciled letters and numerals; conduit shall be marked every 50 feet and at the supply end of the feeder. This shall include all "spare" conduits.
- B. A label reading "contains emergency circuits" shall be installed on all boxes and enclosures that contain emergency powered circuits to comply with NEC Article 700. Labels shall be installed on front covers of all pullboxes, junction boxes and control enclosures.
- C. Fasten nameplates to all enclosures by use of self-adhesive material.
- D. The Electrical Contractor shall furnish and install Arc Flash Warning labels in a clearly visible location on the front trim of all switchboards, panelboards (inside the hinged panel cover), industrial control panels, meter socket enclosures, and motor control centers to comply with NEC Article 110.

1.13 CLEANING AND PAINTING

- A. Touch up and repair any damaged factory finishes on equipment and materials furnished. Other painting will be done under the Painting Division of the Specifications.
- B. Remove any rust spots and prime with rust inhibitive paint any metal surfaces of electrical devices not provided with rust inhibitive coatings. Then apply one coat of paint in color as directed by Architect.
- C. Swab interiors of conduits clean and dry before pulling wire. Clean interiors of boxes and cabinets before installing trims and covers.

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1.14 TESTS

- A. Systems shall be tested by the Electrical Contractor and placed in proper working order prior to demonstrating systems to Owner.
- B. After work is completed a load balance test shall be made by the Electrical Contractor to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected. Special care shall be taken during load balance adjustments to assure that reverse rotation of motors does not occur.
- C. System ground shall be tested to demonstrate that the ground resistance does not exceed the requirements of NEC.
- D. Perform such tests as required by authorities having jurisdiction over the site.
- E. Perform tests as described in all subsequent sections of the Electrical Specifications.

1.15 DEMONSTRATIONS

- A. Prior to acceptance of the work, the Contractor shall demonstrate to the Owner or his designated representative all features and functions of all systems and shall instruct the Owner in the proper operation of the systems. Each system shall be demonstrated once.
- B. The demonstrations shall consist of not less than the following:
 - 1. Point out the actual location of each component of a system and demonstrate its function and its relationship to other components within the system.
 - 2. Demonstrate the electrical systems by actual "start-stop" operation showing how to work controls, how to reset protective devices, how to replace fuses, and what to do in an emergency.
 - 3. Demonstrate communication, signal, alarm and detection systems by actual operation of the systems and show how to reset signal, alarm and detection devices.
- C. Systems to be demonstrated shall include but not be limited to the following:
 - 1. Service and Power Distribution Systems
 - 2. Lighting and Lighting Controls Systems
 - 3. Emergency Lighting Systems
 - 4. Motor and Equipment Control
 - 5. Alarm Detection and Signal Systems
 - 6. Communication Systems
 - 7. Standby Power System
- D. Contractor shall furnish the necessary trained personnel to perform the demonstrations and instruction, and shall arrange to have the manufacturer's representatives present to assist with the demonstrations.

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- E. Contractor shall coordinate dates and times for performing all demonstrations with the Owner.

1.16 OPERATION AND MAINTENANCE MANUALS

- A. Electrical Contractor shall furnish to the Owner operation/maintenance manuals as described in the Division 1 Specifications.
- B. Manuals shall meet or exceed all Specification requirements and shall minimally include three (3) individually bound and indexed (thumb tabbed) manuals. Each manual shall provide operating instructions, maintenance manuals, spare parts listing, copies of warranties, wiring diagrams, inspection procedures and shop drawings on all equipment and systems.
- C. Unless otherwise directed by the Architect, each manual shall be bound in a heavy-duty, 3 inch, three-ring vinyl covered binder with pocket folders for drawings and folded sheet information. Each binder shall be identified on both the front and the spine.

1.17 AS-BUILT DRAWINGS

- A. As work progresses during the construction period, the Electrical Contractor shall record (on a dedicated set of bid drawings) any deviations from the design drawings. The completed record set of as-built drawings shall be delivered to the Architect prior to the Electrical Contractor's request for final payment.
- B. As-built documentation shall meet or exceed all Specification requirements.

1.18 PROJECT CLOSE-OUT

- A. The installing Contractor shall contact the Engineers' office upon completion of the installation to request final inspection. At that time the following documents shall be assembled and provided for review at the job site:
 - 1. Photocopies of all branch panel schedules.
 - 2. Photocopies of all signed electrical inspection permits.
 - 3. O & M Manuals (as described above).
 - 4. Photocopies of certified test results, as required by all specification sections.
 - 5. "As-Built" print set.
 - 6. Photocopy of Printout from Fire Alarm System listing device addresses and custom labels.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION – Not Used

END OF SECTION 260010

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SECTION 260053 – GENERAL WIRING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide materials, equipment, labor and supervision necessary to install feeder, branch, control, and system circuits as required by the Drawings and this Section, to include:
 - 1. Conductors
 - 2. Conduit Fittings and Boxes
 - 3. Overcurrent Protection
 - 4. Panelboards
 - 5. Conduit Hangers and Supports
 - 6. Wiring Devices
 - 7. Motor and Equipment Connections

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable articles in the NEC.
- B. Materials shall be UL and NEC approved for the application intended.

PART 2 – PRODUCTS

2.1 RELATED EQUIPMENT AND MATERIAL

- A. The equipment and material related to feeder and branch circuit systems as called for on the Drawings and specified in the electrical specifications.
- B. The materials used in the installation of general wiring shall be products of manufacturers regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be accepted provided the material meets requirements of the Specification.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and for in the electrical specifications.

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- B. Unless specifically allowed in Specification Section 260111 or in the contract electrical drawings, the Electrical Contractor shall not install Type AC armored cable, Type FC flat cable, Type FCC flat conductor cable, Type MC metal-clad cable, Types NMf NMCf NMS nonmetallic sheathed cable, Types SEf USE service cable or Type UF underground feed cable.

PART 3 – INSTALLATION

3.1 GENERAL

- A. All wiring shall be furnished and installed complete from point of service connection to all receptacles, lighting fixtures, clocks, fans, power outlets and outlets for future extensions, etc., as indicated on the drawings. Ample slack wire shall be provided for motor loops, service connections, etc. Unless otherwise specified, all branch circuit conductors shall be #12 AWG or larger. In outlet boxes for future installation of devices, ends of wires shall be taped and tagged for identification at both ends and outlets supplied with blank covers.
- B. All conductors not larger than #10 located in branch circuit panelboards, signal cabinets, signal control boards, switchboards and motor control centers shall be neatly and securely bundled. All conductors larger than #10 located in switchboards, motor control centers and pull boxes shall be neatly and securely cabled in individual circuits. Bundling and cabling shall be done with either (1) marlin twine or 3 ply lacing or (2) nylon straps made of self-extinguishing nylon having temperature range of 65°F to 350°F. Each strap shall be constructed with a locking hub or head on one end and a taper on the other. Arcproofing, where required on feeders shall be applied after cabling.
- C. Branch circuit conductors to internal wiring connections of an individual surface or recessed fluorescent lighting fixture housing or the first unit of a surface or recessed multiple unit fluorescent lighting fixture housing shall be Type XHHW or THHN.
- D. Branch circuit wiring within fixture wireways of multiple unit sections or surface, recessed or pendant type fluorescent lighting fixtures shall be minimum #12 AWG stranded XHHW or THHN.

3.2 FEEDER CIRCUITS

- A. A riser diagram, distribution diagram, and for a general layout of feeder circuits are indicated on the Drawings. Where feeders are located on the drawings, the Contractor shall install the feeders generally as indicated, but shall determine the exact location and routing of feeders to best fit the field conditions.
- B. In general, conductor sizes for feeder circuits are noted on the Drawings. Where conductor sizes for feeder circuits are not shown, the Contractor shall immediately notify the Engineer, who in-turn, will provide the missing information and further directives.

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- C. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on plans.
- D. Refer to Section 260120 for feeder conductor insulation, color coding, connectors, and support requirements.

3.3 BRANCH AND SYSTEM CIRCUITS

- A. A general layout of branch circuit wiring is indicated on the Drawings. Generally, receptacles and appliances shall be on separate circuits from lighting.
- B. Branch panel circuits are numbered to match NEMA pole numbering system; poles 1 and 2 – Phase A, poles 3 and 4 – Phase B, poles 5 and 6 – Phase C, etc.
- C. Where homerun circuit numbers are shown on drawings, such numbers shall be followed in connecting circuits to panelboards.
- D. Multi-wire branch circuits (as defined by NEC) are not permitted to be utilized. It is therefore required that a dedicated neutral conductor be installed for each single-phase branch circuit (as shown on plans). This installation requirement avoids NEC Article 210.4 necessity for multi-pole disconnecting means of multi-wire branch circuits. Multi-pole disconnecting means of individual single-pole branch circuits is not permitted.
- E. Where panelboard cabinets are recessed, conduits with sufficient capacity to carry the required number and size of future conductors for all spare branch circuit protective devices and spaces in the panelboard shall be stubbed out above accessible ceilings. In no case shall there be less than three 3/4" conduit stubbed out.
- F. Branch circuit conductor sizes shall minimally be #12 AWG. Where the length of a homerun, from panel to first outlet, exceeds 75 feet for a 120 volt circuit or 175 feet for a 277 volt circuit, the minimum conductor size shall be #10 AWG.
- G. In general, conductor sizes for larger branch circuits, such as motor and equipment branch circuits, are noted on Drawings. Where conductor sizes for such circuits are not noted, Contractor shall provide branch circuit conductors sized as follows:
 - 1. Conductors for individual motor branch circuits shall have ampere capacity of not less than 125% of the running current of the motors (Article 430.22, NEC).
 - 2. Conductors for multiple motor branch circuits shall have ampere capacity of not less than 125% of the running current of the largest motor plus 100% of the running current for each additional motor connected to the circuit (Article 430.24, NEC).
 - 3. Conductors for individual or multiple equipment branch circuits shall have an ampere capacity of not less than 125% of the total connected ampere load served by the branch circuit.
- H. Where specific conductor sizes required by the Drawings are larger than the NEC requires, the larger sizes shall be installed.

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- I. Cables shall not be bent, either permanently or temporarily during installation, to radii less than 10 times the outer diameters, except where shorter radii are approved for conditions making the specified radius impractical.
- J. No. 14 AWG wire and smaller shall be permitted only for systems control and alarm circuits.
- K. All wiring for the individual specified systems (fire alarm, telephone data, intercom, paging, etc.) shall be as scheduled on the drawings and for as described within the appropriate spec Sections.
- L. Refer to Section 260120 for conductor insulation, color coding, connectors, and support requirements.

END OF SECTION 260053

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SECTION 260054 – CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to cut and patch walls, floors, ceilings, etc as required for the installation of the electrical work.

1.3 DESCRIPTION

- A. This Section describes the cutting and patching required by the installation of the electrical work and for the removal of existing electrical devices and wiring.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Provide proper materials to properly cut and patch the construction.
- B. Provide firestopping to maintain wall and floor ratings, as described in subsequent specification section.

PART 3 – EXECUTION

- A. This Contractor shall provide all holes and channels required for concealed installation of electrical wiring and equipment.
- B. Holes and channels shall be cut as small as practical and in a manner satisfactory to the Owner.
- C. This Contractor shall patch and finish sand all holes and channels cut for the installation of electrical wiring and electrical equipment and shall patch all damage caused by the installation and for removal of electrical wiring and equipment.
- D. Finishing (paint, wall covering, etc.) shall not be included under this Section unless indicated otherwise on the Drawings.

END OF SECTION 260054

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SECTION 260060 – EXCAVATING, TRENCHING, BACKFILLING AND RESTORATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to provide all excavating, trenching and backfilling required for the proper installation of electrical equipment and wiring.
- B. Exact routing of trenching shall be determined by the Electrical Contractor and approved, in advance, by the Construction Manager and the Engineer.

PART 2 – PRODUCTS – Not Used

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The Electrical Contractor shall perform all excavating and trenching required for light pole bases, underground wiring, conduit and duct banks and shall backfill trenches and excavations after work has been inspected.
 - 1. Trenches shall be opened in straight lines and bottomed out at least 4" below conduits or ducts. Minimum depth as indicated shall be maintained between top of largest conduit or duct and finish grade.
 - 2. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a wall footing. Where a line must pass under a footing, the crossing shall be made by the smallest possible trench to accommodate the duct or conduit.
 - 3. Excavations shall be kept free from water by pumping if necessary. No greater length of trench shall be left open, in advance of conduit laying or duct installation, than that which is authorized or directed by the Construction Manager and for the Architect.
 - 4. Contractor shall cut any interfering trees, remove all stumps, rocks, etc. in the line of the excavation. Approval of the Engineer must be obtained before any tree is removed.
 - 5. Any shrubbery in line of excavation shall be removed with a ball of dirt and replaced at completion of excavation.
 - 6. Roots shall be removed to a level of eighteen (18) inches below finished grades and deeper as required for duct runs, manholes, and light pole bases. No roots shall be allowed to remain under the work.

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- B. The Electrical Contractor shall perform all backfilling associated with the above described excavation work.
1. Backfill about the structures shall be placed, when practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed.
 2. Backfilling of duct lines shall progress as rapidly as the testing and acceptance of the finished sections of the work will permit and shall be carried to a crown approximately six (6) inches above the existing grades. In backfilling around duct lines, selected material shall be compacted firmly around and to a depth of not less than six (6) inches over the top of the duct. Rough grading shall be compacted thoroughly in layers and shall be brought up to within six (6) inches of finished grades. Fill and backfill shall be clean and free from vegetable matter, sticks, rocks and refuse.
 3. Backfill under roadways, drives and parking areas shall be bank run gravel or approved granular material.
 4. Backfill under building walls, and for footers shall be concrete of the same strength as walls of footers.

END OF SECTION 260060

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SECTION 260111 – CONDUIT SYSTEMS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish materials, tools, labor and supervision necessary to fabricate and install complete conduit systems.
- B. Conduit systems shall be provided for all wiring, except where the Drawings or other specification sections indicate that wiring is permitted to be installed without conduit.

1.3 STANDARDS AND CODES

- A. Methods of fabrication and installation shall comply with the provisions of applicable Section NEC, Article 300.
- B. Materials shall be UL and NEC approved for the application intended.
- C. Materials shall meet or exceed ANSI and NEMA standards.

1.4 DESCRIPTION

- A. This Section describes the basic materials and methods of installation for circular cross section conduit systems. Other types of conduit or raceways when required shall be as specified in other Sections, or as called for on the Drawings.

1.5 QUALIFICATIONS

- A. The materials used in the fabrication of the conduit system shall be products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers shall be acceptable provided the material meets requirements of the specification.

PART 2 – PRODUCTS

2.1 CONDUIT REQUIREMENTS

- A. Rigid Metallic Conduit (GRC)
 - 1. Full weight, threaded, rigid steel conduit, galvanized inside and out by hot dip or electro galvanizing process with electrostatically applied baked coating.

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2. Use where installed in poured concrete walls, columns, floors or other concrete slabs and where specifically required by the drawings.
- B. Electrical Metallic Tubing (EMT)
1. Thinwall, electrically welded cold rolled steel conduit, galvanized inside and out by electro galvanized process and with baked clear elastic enamel coating.
 2. Use where installed concealed in walls, above finished ceilings, and where exposed in dry locations.
- C. Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound electro galvanized steel strip.
 2. Use for final connections to mechanical equipment, transformers, and for wiring within casework and millwork. Aluminum flexible conduit may be used for connections from junction boxes to lighting fixtures.
- D. Liquid-tight Flexible Metallic Conduit
1. Formed of one continuous length of spirally wound steel strip, with water and oil tight neoprene jacket.
 2. Use for final connections to equipment listed in paragraph C above when located in wet or damp areas.
 3. Liquid-tight conduit shall not be used in environmental air plenums.
- E. Non-Metallic PVC Conduit
1. Heavy wall rigid, rated for 90° cable, composed of polyvinyl chloride and shall conform to NEMA Standards. Conduit, fittings, and pipe-joining materials shall be produced by the same manufacturer.
 2. PVC conduit shall be Schedule 40 or greater unless specifically indicated otherwise on the drawings.
 3. Use where permitted by NEC and local jurisdiction and where buried outside building, encased in concrete, or in below floor slabs. PVC conduit shall not be used in environmental air plenums.
- F. Intermediate Metallic Conduit (IMC)
1. May be used as approved by the NEC for 2" and larger where rigid conduit is required or specified. IMC shall not be used for conduit buried in earth fill.
- G. Coated Rigid Metallic Conduit (CGRC)
1. Full weight, threaded, rigid steel, 40 mil PVC coated on outside, 2 mil urethane coated on inside conduit. Approved sources for this raceway are Robroy "Plastibond-Red" or Ocal, Inc "Ocal-Blue". All associated raceway fittings, sweeps, etc., shall be coated. Field cut raceways shall be touched up with matching finish.

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2. Use where installed exposed to outdoor conditions and where specifically required by the drawings.

H. Metal Clad Cable (NEC Type MC)

1. At the Contractor's option, Metal Clad cable assembly (NEC type MC) may be used only where permitted by national and local codes, and its use shall be further limited as follows:
 - a. For receptacle and equipment branch circuit wiring only where concealed in drywall partition walls or in casework. MC cable is not permitted to be installed above finished ceilings or exposed on walls.
 - b. MC Cable is not permitted for feeder circuits.
 - c. MC Cable is not permitted for emergency power circuits.
2. All MC Cable shall be UL listed for its use. Where MC Cable is installed in Healthcare Facilities (as defined by NEC), the cable assembly shall be rated for the application.
3. Conductors contained in MC Cable assembly shall comply with Specification 260120.

2.2 CONDUIT FITTINGS

- A. Rigid Conduit Fittings: Threaded, galvanized malleable iron or heavy steel, water and concrete tight.
- B. Metallic Tubing Fittings: Set screw type galvanized steel, concrete tight. Die cast type indentor type fittings will not be allowed.
- C. Flexible Metal Conduit Fittings: Squeeze or screw type galvanized malleable iron or steel with nylon insulated throats, or steel with set screws.
- D. Liquid-tight Flexible Metal Conduit: Galvanized malleable iron or steel, with watertight gaskets, "O" ring and retainer, and nylon insulated throats.
- E. Condulet Fittings: Exposed conduit fittings shall be condulet type for sharp turns, tees, etc. Condulet covers shall be gasketed where exposed to moisture.
- F. Threaded conduit terminations for weatherproof applications shall be made by use of Myers Hubs.

2.3 OUTLET BOXES

- A. Material, size and installation for outlet boxes shall comply with NEC Article 314.
- B. Boxes shall be Raco, Steel City, Appleton or equivalent, catalog numbers listed below are based on Raco, unless otherwise indicated. In general the type of boxes shall be as follows:
 1. In stud walls: For single outlet use 4" square by 2-1f8" deep box No. 232 or 233. For ganged outlets use 4-1f2" high by 1-13f16" deep multiple gang boxes No. 951

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through No. 958. Boxes to be provided with raised adapters of depth as required for thickness of wall materials.

2. In masonry and poured concrete walls: For single outlets requiring two conduit connections in top and for bottom of box use 4" square by 2-1f8" deep box No. 232 or 233 with raised square cut adapter. For ganged outlets use 3-3f4" high by 2-1f2" deep multiple gang masonry boxes No. 691 through No. 694 and No. 960 through No. 964.
3. Surface mounted wall outlets: For single outlet use 2-1f8" deep handy box No. 674, for two outlets use 4" square by 2-1f8" deep box No. 232 or 233. For more than two ganged outlets use 3-3f4" by 2-1f2" deep multiple gang masonry boxes No. 692 through No. 694 and No. 960 through No. 964. Boxes to be provided with 1f2" raised cover as required for device.
4. In suspended ceilings: Use 3-1f2" deep octagon box No. 280 or No. 281 with fixture studs and steel mounting bars.
5. In poured concrete ceiling slabs: Use octagon concrete rings with back plates.
6. Where outlet boxes are free standing on conduit stubs in kitchens, laundries, shops and other areas indicated, use Crouse-Hinds Type FS or FD malleable iron cadmium finish boxes with appropriate gasketed cover plate to suit device.
7. Outlets installed outdoors or in wet locations: Use Crouse-Hinds Type FS or FD box with NEMA 3R cover plates listed for "raintight while in use" for receptacles. Covers for switches shall be Crouse Hinds No. DS185. Diecast "bell" type boxes are not acceptable.
8. Floor outlets in above grade concrete slabs: Use concrete tight stamped steel galvanized box with fully adjustable top, Hubbell No. B-2527 for greater than 3" fill, No. B-2529 for 2" to 3" fill. Floor outlets in concrete slabs on grade: Use watertight cast iron box with fully adjustable top, Hubbell No. B-2536 for greater than 3" fill, No. B-2537 for 2" to 3" fill. Furnish for each outlet a No. S-2525 cover. Service fittings shall be as described on the Drawings. Furnish for each outlet in carpeted floor a No. S-3082 carpet flange.

2.4 PULL AND JUNCTION BOXES

- A. Construction, size and installation of pull and junction boxes shall comply with NEC, Article 314.
- B. Pull and junction boxes shall be fabricated of heavy gauge galvanized steel with screw covers, brass screws and hardware with enamel finish.
- C. Junction boxes shall be bonded to the equipment ground conductors contained within, whenever said conductors are "spliced" or "terminated" within the box, in full compliance with NEC Article 250.148.
- D. Pull and junction boxes for installation in poured concrete floors shall be flush type, cast iron, with watertight gasketed covers. Boxes for installation in floors with tile or carpet floor covering shall have recessed covers to accommodate the floor covering.
- E. Pull and junction boxes for above grade outdoor installations shall be rain-tight.

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- F. Grade level junction boxes shall be manufactured by Synertech, Quazite, or CDR Systems Corporation with open flared bottom and cover. Logo on cover to read "ELECTRIC", etc. Enclosures and covers shall be concrete gray color and rated for no less than 5,000 pounds over a 10" x 10" area and be designed and tested to temperatures of -50 degrees F. Material compressive strength should be no less than 11,000 psi. Covers shall be secured with two pentahead stainless steel bolts. Bolts shall be retained in lid when unscrewed. Bolts shall be secured to replaceable threaded inserts with openings at base to allow debris to fall through and thereby avoiding clogged threaded inserts.

2.5 HANGERS AND SUPPORTS

- A. Provide conduit hanger and support devices of approved type for required methods of support to include: structural steel members, suspension rods, conduit clamps, concrete inserts, expansion shields, beam clamps and welding pins. All devices shall have galvanized finish or other approved corrosion resistive finish. In general, hangers and supports shall be as follows:
1. Where a multiple run of conduit is routed on surface of structure, use conduit clamps mounted on Unistrut or equal channel so as to maintain clearance between conduit and structure.
 2. Where single run of conduit is suspended from overhead; use split ring conduit clamp suspended by steel drop rod.
 3. Where multiple parallel runs of conduit are suspended from overhead; use split ring conduit clamps uniformly spaced and supported on trapeze hangers fabricated of Unistrut Channels, suspended by not less than 1/2" continuously threaded steel drop rods.
 4. Where conduit is buried in concrete floor slabs; anchor conduit with conduit clamps, at 10'-0" (maximum) intervals.
 5. Any form of strap iron or wire hangers will not be accepted.
 6. Maximum hanger and support spacing shall be in accordance with NEC Sections 342.30 (IMC), 344.30 (GRC), and 358.30 (EMT). Regardless of listed spacing provide additional hangers or supports at not more than 2'-0" from each change of direction and at each side of any box or fitting.

- B. Hangers and supports shall be anchored to structure as follows:

1. Hangers and supports anchored to poured concrete: Use malleable iron or steel concrete inserts attached to concrete forms.
2. Hangers or supports anchored to precast concrete: Use self-drilling expansion shields. Expansion shields may also be used where concrete inserts have been missed or additional support is required in poured concrete.
3. Hangers or supports anchored to structural steel: Use beam clamps and for steel channels as required by structural system.
4. Hangers or supports anchored to metal deck: Use spring clips or approved welding pins. Maximum permissible load on each hanger shall not exceed 50 pounds.
5. The use of explosive force hammer actuated, booster assist or similar anchoring device will not be permitted without prior approval of the Architect.

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PART 3 – EXECUTION

3.1 CONDUIT INSTALLATION

- A. In general, horizontal runs of conduit shall be installed in ceiling plenum. Conduit for convenience outlets, wall mounted fixtures and other wall outlets shall be routed overhead and concealed in wall to the outlet. Conduit shall not be installed in concrete floor slabs except where conditions will not permit the conduit to be routed overhead.
 - 1. Liquid-tight flexible metallic conduit, PVC conduit, and all other wiring methods containing non-metallic outer jackets shall not be installed in environmental air plenums.
- B. Generally, conduit shall be concealed, except in crawl spaces, tunnels, shafts, mechanical equipment rooms, and at connections to surface panels and free-standing equipment, and as otherwise noted on Drawings. Surface raceways shall not be installed on floor surfaces.
- C. Exposed conduit shall be routed in lines parallel to building construction lines. Exposed conduit locations shall be approved by the Architect prior to installation.
- D. No conduit shall be installed less than 6" from piping installed by other trades. Conduits shall be located to avoid ductwork, piping and other obstructions.
- E. Certain conduits are permitted to be embedded in structural concrete work. Contractor shall cooperate with other Contractors of their respective trades to affect the following:
 - 1. Reinforcing steel shall be securely anchored in place before installing conduit.
 - 2. No steel reinforcing shall be displaced from plan dimensions without approval of Architect.
 - 3. Conduit shall not be placed over top of reinforcing or under bottom of reinforcing, where crossing beams.
 - 4. Conduit and fittings shall not displace concrete in columns in excess of 4% of total cross-section area of column without approval of Architect.
 - 5. Conduit shall not be placed closer than 3 diameters on center.
 - 6. Maximum size of embedded conduit or pipe shall not exceed 1/3 thickness of structural slab; 2/3 thickness of topping slab.
- F. Minimum size conduit shall be 1/2" trade size. Where specific size is not called for on Drawings or in the specification, Contractor shall select size required from Chapter 9 of NEC. Where specific sizes required by Drawings or Specifications are larger than Code requires, the larger size shall be installed.
- G. Install the conduit system mechanically and electrically continuous from outlet to outlet and to cabinets, junction or pull boxes. Conduit shall enter and be secured to cabinets and boxes in such a manner that all parts of the system will have electrical continuity. Feeder raceways shall terminate in cabinets and pull boxes with double locknuts and insulating bushings.

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- H. Where conduits cross building expansion joints, O-Z Gedney Company type "DX" conduit expansion fittings complete with bonding jumpers shall be used.
- I. Metal conduit buried in earth fill shall be protected with an approved corrosion resistant material.
- J. Conduits shall be capped during construction to prevent the entrance of foreign materials and moisture.
- K. Conduits installed on exteriors of buildings or other structures shall be arranged to drain (not trap water), and shall be rain-tight in wet locations.
- L. Liquid-tight flexible metal conduit and wiring methods containing non-metallic outer jacket shall not be installed in environmental air plenums.

3.2 OUTLET BOX INSTALLATION

- A. Outlet boxes shall be installed for fixtures, switches, receptacles and other devices.
- B. Approximate location of outlets are shown on the plans, but each outlet location shall be verified by the Contractor before installing the outlet box.
- C. Openings for electrical boxes in fire-rated walls that do not exceed 16 square inches in area are permitted in fire-rated construction provided that the aggregate area of such openings does not exceed 100 square inches for any 100 square feet of wall area.
- D. Where service utility boxes greater than 16 square inches exist in fire-rated wall construction, if the opening is not otherwise detailed to maintain the fire-rated integrity of the wall, provide firestopping wrap to the back side of each utility box.
- E. Outlet boxes on opposite sides of fire-rated walls shall be separated by a horizontal distance of not less than 24 inches.
- F. Outlet boxes on opposite sides of a common wall shall not be installed back-to-back. Outlet boxes on opposite sides of a common wall shall be separated 6" (minimum). Where separation is less than 12", install sound absorption insulation material between boxes and seal any conduits between boxes with duct seal at both ends.
- G. Outlet boxes shall be installed plumb and square with wall face and with front of box or cover located within 1/8" of face of finish wall. Boxes in masonry shall be set with bottom of the box tight to the masonry unit.

3.3 PULL AND JUNCTION BOX INSTALLATION

- A. Install pull boxes and junction boxes where indicated on Drawings and where required to facilitate installation of the wiring.

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- B. For concealed conduit, install boxes flush with ceiling or wall, with covers accessible and easily removable. Where flush boxes are installed in finished ceilings or walls, provide cover which shall exceed the box face dimensions by a sufficient amount to allow no gap between box and finished material.
- C. Boxes shall not be exposed in finished, occupied rooms, without prior approval of Architect.

3.4 HANGER AND SUPPORT INSTALLATION

- A. Hangers and supports shall be installed for all conduit and boxes.
- B. Conduit and boxes shall not be attached to or supported from mechanical pipes, plumbing pipes or sheet metal ducts.
- C. Conduits routed in lay-in grid ceiling plenum shall not be supported from the ceiling hanger iron or ceiling tees.

END OF SECTION 260111

SECTION 260120 – WIRE AND CABLE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Furnish material, tools, labor and supervision necessary to install wire and cable.

1.3 STANDARDS AND CODES

- A. Methods of installation shall comply with the provisions of applicable sections of NEC, Article 300.
- B. Materials shall be in accordance with NEC, Article 310 and shall be UL listed for application intended.

1.4 DESCRIPTION

- A. This section describes the basic materials and methods of installation for general wiring systems of 600 volts and less. Wiring for a higher voltage rating, if required, shall be as specified in other sections or as called for on the drawings.
- B. Minimum size conductors shall be No. 12 AWG for power and lighting. No. 14 AWG and smaller conductors shall only be used for signal and control.
- C. Refer to Specification Section 260053 for specific instructions with respect to sizing and installation of feeder and branch circuit conductors.

1.5 QUALIFICATIONS

- A. The material used for the wiring systems shall be the products of a manufacturer regularly engaged in the manufacturing of the specified material. Where a manufacturer is named for a particular material, the material of other manufacturers will be acceptable provided the material meets requirements of the Specifications.

PART 2 – PRODUCTS

2.1 WIRE AND CABLE

- A. Wire and cable for power, lighting, control and signal circuits shall have copper conductors of not less than 98% conductivity and shall be insulated to 600V. Conductors shall be stranded except where specifically noted otherwise.
- B. Wire and cable type for the various applications shall be as follows:
 - 1. Type THHN, THWN or XHHW (75°C): Use for branch circuits, panel and equipment feeders in wet and dry locations.
 - 2. Type THHN or XHHW (90°C): Use for branch circuits, panel and equipment feeders in dry locations only. Use where lighting branch circuit conductors are routed through fluorescent fixture channels.
 - 3. Type UF: Use where permitted by other Sections or by the drawings for underground direct burial branch circuits.
 - 4. Type AF or SF-2 silicone rubber with heat-resistant glass braid (rated minimum 150°C) shall be used for branch circuit conductors connecting to fixture conductors within the fixture housing or to a connection box attached to the fixture and subject to temperatures equal to the temperatures within the fixture housing.

2.2 APPROVED WIRING SYSTEMS

- A. All raceways, conductors, and wiring systems furnished and installed under this project shall be restricted to that specifically described on the electrical construction drawings and for in the electrical specifications.

2.3 CONDUCTOR COLOR CODING AND IDENTIFICATION

- A. Wiring systems shall be color coded. Conductor insulation shall be factory colored in sizes up through No. 8 AWG. Conductors No. 6 AWG and larger shall have black insulation and shall be phase color coded with one half inch band of colored tape at all junctions and terminations. Colors shall be assigned to each conductor as described below and carried throughout all main and branch circuit distribution.

	208/120 Volt	480/277 Volt
1. Phase 'A' conductor	Black	Brown
2. Phase 'B' conductor	Red	Orange
3. Phase 'C' conductor	Blue	Yellow
4. Neutral conductor	White	Gray
5. Equipment grounding conductor	Green	Green
6. Isolated equipment grounding conductor	Green with Yellow Stripe	

- B. Where more than one nominal voltage system is present within a premise, the identification used for each phase, neutral, and ground conductor shall be permanently posted at each distribution panel and at each branch panel.
- C. Contractor shall take extraordinary care to ensure that phase and bus orientation in each and every panel is identical.

- D. Control wiring shall be color coded such that red is used exclusively for all 120 volt conductors and white for all neutral conductors. All control wiring to be identified at both ends with permanent wire markers.

2.4 CONNECTORS

- A. In-line splices and taps for conductors # 8 AWG and smaller shall be 600V rated with "live spring" and insulated rigid nylon wing style body, 3M "Ranger", Buchanan "B-Cap", or equal.
- B. In-line connectors for 600V copper conductors # 6 AWG thru # 3 AWG shall be ILSCO type "CT" circumferential compression sleeves or equal by T&B or Buchanan.
- C. In-line connectors for 600V copper conductors # 2 AWG and larger shall be extra long barrel dual-crimp ILSCO type "CTL" compression sleeves (or equal by T&B or Buchanan), with 3M Brand "PST" silicone cold shrink insulators.
- D. Taps for copper conductor 600V or less, sizes No. # 6 AWG and larger shall be ILSCO "AH" series or equal by T & B or Buchanan.
- E. Cable terminations to bus bars, switch studs and terminal blocks, shall be Buchanan "Cytolok" two-hole mechanical connectors, or two-hole long-barrel dual-crimp compression type ILSCO or approved equivalent compression termination.
- F. Insulate splices and taps to thickness of conductor insulation with half-lapped layers of 3M "Scotch" branch No. 33 vinyl electrical tape. Connectors having irregular surfaces; fill voids and smooth contours with 3M "Scotchfil" electrical putty prior to taping.

PART 3 – EXECUTION

3.1 PREPARATION

- A. For new construction, wiring shall not be installed in the conduit system until the building is enclosed and masonry work is completed.
- B. Conduit shall be swabbed free of moisture and debris prior to pulling in the conductors.

3.2 INSTALLATION

- A. All multi-wire branch circuits that feed more than one device or equipment mounted on, or wired from, a common yoke, shall be powered from a branch circuit overcurrent device that simultaneously disconnects all ungrounded supply conductors in full compliance with NEC Article 210.
- B. Feeder conductors shall be routed continuous from origin to destination, without splicing, unless specifically noted otherwise on the drawings.

- C. Power feeder conductors shall be pulled with the use of an approved pulling compound or powder.
- D. Conductor splices shall be made only in readily accessible junction boxes.
- E. Cable supports and boxes shall be installed in all vertical feeders required by Article 300.19 of the National Electrical Code. Cables shall be supported at the top of the vertical raceway plus an additional support for each interval of spacing as specified in table 300.19 (A) of the NEC. For cables without a metallic sheath, the cable support shall be of the split wedge type which clamps each individual conductor firmly and tightens due to weight of cables.
- F. Conductors installed in raceways that are installed outdoors and exposed to direct sunlight shall have 30 degree Fahrenheit added to the outdoor ambient temperature used to calculate the conductor derating factor in compliance with NEC Article 310.10.

END OF SECTION 260120

SECTION 260140 – WIRING DEVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The other Contract Documents complement the requirements of this Section. The General Requirements apply to the work of this Section.

1.2 SCOPE

- A. Provide materials, equipment, labor and supervision necessary to install wiring devices as required by the Drawings and this section.

1.3 STANDARDS AND CODES

- A. Except where otherwise required by this section, the following Standards and Codes shall govern:
 - 1. Receptacles; NEC Article 406
 - 2. Wall Switches; NEC Article 404
 - 3. UL Listed
 - 4. NEMA Standards

1.4 QUALIFICATIONS

- A. Products by Hubbell HBL series or Pass & Seymour – Industrial Spec Grade Series.

1.5 SUBMITTALS

- A. Prior to the purchase of wiring devices and plates, submit shop drawings to the Architect for approval.

PART 2 – PRODUCTS

2.1 GENERAL

- A. All wiring devices shall minimally be "Industrial Specification Grade" except where higher grade is required by the Drawings.
- B. Wiring devices color shall be as follows:
 - 1. Devices connected to normal power: gray
 - 2. Devices connected to emergency power: red

2.2 RECEPTACLES

- A. Receptacles shall be as described on the Drawings.
- B. Receptacles shall contain a 1-piece, die stamped (not riveted), brass mounting strap with high-impact, chemical resistant face.
- C. Receptacles shall be "Industrial Grade", and shall be UL498 Listed.
- D. Ground fault circuit interrupting (GFCI) receptacles shall be a U.L. 943 and U.L. 498 Listed duplex feed-through type with powerffailure indicating LED, and test and reset buttons.
- E. Acceptable manufacturers and catalog numbers series are as follows:

Device	Hubbell	Pass & Seymour
1. 20A Duplex Receptacles	HBL5362	PS5362A
2. 20A GFCI Duplex Receptacles	GF20L	2095

2.4 COVERPLATES

- A. Covers for receptacles in wet locations shall be cast aluminum type with self-locking vertical flip covers and UL Listed "suitable for wet locations while in use". Hubbell #WP26M or Thomas Betts #CKMGV.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install wiring devices as indicated on the Drawings, and as described below.
- B. Switches and receptacles shall be installed and located as follows, unless noted otherwise on Drawings:
 - 1. Switches: 48" above finished floors.
 - 2. Receptacles: 18" above finished floors generally; 36" above unfinished floors or 8" above counters and work benches in kitchens, shops, mechanical equipment rooms and similar areas.
- C. In masonry walls, switches and receptacle heights shall be adjusted as required so outlets are at nearest mortar joint to specified height.
- D. Where light switches are located adjacent to doors, they shall be installed on "knob" side of door opening, unless indicated otherwise.
- E. Where walls have wainscot or chair moldings, switch height shall be adjusted as required so switch is either all in wainscot or all in wall above wainscot.

- F. Prior to roughing-in outlet boxes, Contractor shall verify from general construction drawings door swings, type of wall finishes and locations for counters and work benches.
- G. Devices installed on opposite sides of a common wall shall not be installed back-to-back. Outlet boxes on opposite sides of a common wall shall be separated 6" (minimum). Where separation is less than 12", install sound absorption insulation material between boxes and seal any conduits between boxes with duct seal at both ends.
- H. This section Contractor shall provide material as required to completely install work indicated on the Drawings which is located in mill and casework.

END OF SECTION 260140

SECTION 33 05 07
HORIZONTAL DIRECTIONAL DRILLING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Furnish all labor, equipment, and materials necessary to install a pressure pipe for recycled water application as shown on the Drawings utilizing horizontal directional drilling (HDD) as the trenchless installation method of construction.
 - 2. The pipe shall be installed in a single reach of pipeline within the limits as shown on the Drawings.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 00 - Procurement and Contracting Requirements.
 - 2. Division 01 - General Requirements.
 - 3. Refer to section 33 10 00 for pipe specifications.
 - 4. ODOT CMS 801.
 - 5. ODOT CMS 802.
 - 6. ODOT CMS 805.
 - 7. ODOT CMS 809.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. ASTM International (ASTM):
 - a. F1962-11, Standard Guide for Use of Maxi-Horizontal Directional Drilling for Placement of Polyethylene Pipe or Conduit Under Obstacles, Including River Crossing
 - 2. Occupational Safety and Health Administration (OSHA):
 - a. OSHA-3075, Controlling Electrical Hazards.
 - 3. Plastic Pipe Institute (PPI):
 - a. TR-46, 2009, Guidelines for Use of Mini-Horizontal Directional Drilling for Placement of High Density Polyethylene Pipe.

1.3 DEFINITIONS

- A. General:
 - 1. Back Reamer: A cutting head attached to the leading end of a drill string to enlarge the pilot bore diameter by removing the surrounding rock or soil by excavation during the pull-back operation and enable the carrier pipe to be installed.
 - 2. Ballast: Water that is used to fill the pipe during installation to reduce the net buoyant force uplifting the pipe.
 - 3. Bent Sub: An offset section of drill stem located close behind the drill head that allows steering corrections to be made by positioning the cutting head. Frequently used in directional drilling in rock.
 - 4. Bits: Replaceable cutting tools on the cutting head or drill string.
 - 5. Bore or Borehole: The small diameter tunnel created by the initial pilot drilling operation, and subsequent reaming or expanding operations.
 - 6. Carrier Pipe: The pipe that carries the transported product for operational use.
 - 7. Coating: A thin, non-structural coating material applied to the outside surface of a pipe wall to provide protection against corrosion and minor damage during handling and installation.
 - 8. Cover or Overburden: The vertical depth from finish grade (top of pavement, top of railroad ties, natural ground surface, river bed, etc.) to the top of the casing or bore hole.
 - 9. Crossing: A pipe reach installed using a trenchless method of construction in which the primary purpose is to provide a passage beneath a surface obstruction.

10. Cutterhead/Cutting Head: A tool or system of tools on a common support apparatus that excavates at the face of a bore. Usually applies to mechanical methods of excavation.
11. Drill Bit: A tool that cuts the subsurface strata at the head of a drill string, usually by mechanical means.
12. Drill String or Drill Stem:
 - a. An assembly of drill rods or drill pipes, a cutterhead, and sonde housing used to drill a pilot bore.
 - b. An assembly of drill rods or drill pipes, and a back reamer or expander used to enlarge a borehole.
 - c. System of rods used with cutting bit or compaction bit attached to the drive chuck.
13. Drilling Fluid/Mud: Typically a mixture of water, bentonite, and/or polymer continuously pumped to the cutting head to facilitate the removal of cuttings through suspension of excavated material in the mixture, and stabilization of the borehole. In directional drilling, the fluid also cools the head and lubricates the installation of the product pipe.
14. Down-hole: Inside the borehole.
15. Entry/Exit Angle: The angle relative to the horizontal plane at which the drill string enters and exits the ground in forming the pilot bore.
16. Entry Pit: The work area where a trenchless technology excavation tool enters the ground. The work area where a pilot bore operation commences. The entry pit may be at grade or below grade within an excavated work pit. See launch pit.
17. Exit Pit: The work area where a trenchless technology excavation tool exits the ground. The work area where a pilot bore operation terminates. The exit pit may be at grade or below grade within an excavated work pit.
18. Expander: A tool that enlarges a bore during a pull-back operation by displacing the surrounding soil by compaction soil rather than removing the surrounding soil by excavation, sometimes used during a thrusting process as well as during pull-back.
19. Frac-out: A leakage of the pressurized drilling fluid from the borehole to the ground surface or body of water through a fissure in the surrounding soil or rock strata.
20. Fluid Assisted Boring/Drilling: A type of guided boring technique using a combination of mechanical drilling and pressurized fluid jets to provide the soil cutting action.
21. Grade: The elevations shown on plans and/or survey stakes for the installation of the carrier pipe. It is occasionally used to give elevations for casing. In most cases, it is given to the flow line but can also be given to the top of the pipe or casing.
22. Ground Mat: Metal mats rolled out on either side of drill rack for operators and crew to stand on during operation to provide grounding protection in case of electrical strike.
23. Ground Mat Cables: Cables connecting the drill rack to the ground mats.
24. Ground Rod: A copper/brass rod which is hand driven into the ground and is connected to the drill rack and mats to provide adequate grounding of unit and personnel.
25. Ground Rod Cable: Cable connecting the mats and drill rig to the ground rod.
26. Grout: A material such as cement slurry, sand or pea gravel that is pumped into voids.
27. Grouting: Filling of the annular space between the casing and carrier pipe; filling of voids and fissures in the surrounding soil or rock strata.
28. Guided Boring: A pilot boring system with steering capabilities for the installation of pipes, conduits and cables using a drilling rig. A pilot bore is drilled using a rotating drill string and is then enlarged by a back reamer to the size required for the product pipe. The necessary deviation during pilot boring is provided by a slanted face to the drill head, an asymmetric drill head, eccentric fluid jets, or a combination of these, usually in conjunction with a locator.
29. Horizontal Directional Drilling: A trenchless method of construction that consists of drilling a small diameter pilot hole along a predetermined path and then developing the pilot hole into a stable and suitable sized borehole and then pulling the new utility into place.

The HDD process has steering and tracking capabilities during the pilot drill operation. The vertical profile of the borehole is typically in the shape of a sag arc entrapping drilling fluid to provide continuous support to the borehole.

30. FPVC: Fusible Poly Vinyl Chloride.

31. Launch Pit: The work area used for "launching" a trenchless technology excavation tool; the horizontal directional drill process begins at this location. The launch pit may be at grade or below grade within an excavated work pit. See entry pit.
32. Line:
 - a. The specified direction of the proposed bore in a horizontal plane.
 - b. The distance between two points as laid out by a survey crew for the installation of pipelines and their bores and tunnels.
33. Lining: A thin, non-structural coating material applied to the inside surface of a pipe wall to provide protection against corrosion.
34. Locator: An electronic instrument used to determine the position and strength of electromagnetic signals emitted from a transmitter sonde in the pilot head of a boring system, in an impact moling tool or from existing utilities which have been energized. Sometimes referred to as a walkover system.
35. Marsh Funnel: An instrument used to determine viscosity. For trenchless applications, used to determine slurry viscosity. The Marsh funnel test is performed by pouring a slurry sample through a screen at the top of the funnel to trap large particulates. After the funnel is filled, the bottom of the funnel is opened and the slurry is allowed to flow. The flow rate is calculated as the time period counted in seconds for a quart of slurry to drain out of the funnel.
36. Measurement While Drilling (MWD): Borehole survey instrumentation that provides continuous information simultaneously with drilling operations, usually transmitting to a display at or near the drilling rig.
37. Mixed Face: A soil condition that presents two or more different types of subsurface geologic composition in the cross-section of the bore.
38. Muck:
 - a. As a noun: The same as spoil.
 - b. As a verb: To clean out mud as in "muck out the hole."
39. Mud: Same as drilling fluid and slurry.
40. Open Cut: Trench excavation to the required underground line and grade for the installation, maintenance or inspection of a pipe, conduit or cable. The excavation is then backfilled and compacted, and the surface restored.
41. Ovality: The difference between the maximum diameter divided by the mean diameter at any one cross section of a pipe, generally expressed as a percentage.
42. Pilot Bore: The operation of drilling the initial small-diameter pass of a boring process with steering capabilities to achieve the desired line and grade of the drill path that is subsequently enlarged using back reaming or similar enlargement method. Most commonly applied to horizontal directional drilling and guided boring.
43. Pipe String: The assembled sections of carrier pipe whose total length is equal to or greater than the length of the borehole.
44. Product Pipe: Same as carrier pipe.
45. Pull-back: That part of the guided boring and reaming operations of the horizontal directional drilling process in which the drill string is pulled back through the bore to the launch pit, in some cases simultaneously installing the carrier pipe to its final position.
46. Pull Back Force: The tensile load applied to a drill string during the pull-back operation. Guided boring and directional drilling rigs are generally rated by their maximum pull-back force.
47. Restoration: Overall site improvements that are done at the conclusion of the project to return the work areas to their original (or better) condition, including backfilling, compacting and re-surfacing any excavations at the entry and exit pits.
48. Roller Cone Bit or Reamer: A bit or reamer in which the teeth rotate on separate, internal shafts that are usually aligned perpendicular to line to develop a bore diameter larger than the pilot bore diameter; used for boring rock.
49. Sonde Housing: Integral unit in the directional drill head that also houses the sonde radio sending unit.
50. Slurry: Same as drilling fluid and mud.

51. Spoil (Muck): Soil, rock and other materials displaced by a tunnel or casing, and removed as the tunnel or casing is installed.
52. Stakedown Plate: A plate staked to the ground to stabilize the forward end of the drill rack.
53. Sub saver: A replaceable sub on the carriage motor to which the drill pipe is connected.
54. Survey Tools: Downhole equipment and instruments used to determine the position of a bore in directional drilling or site investigation.
55. Swivel Pulling: Used to attach service to drill pipe and pulled into the bore.
56. Trenchless Technology: Refers to a family of methods, materials, and equipment that can be used for installation of new, or replacement or rehabilitation of existing underground utilities with minimal or no disruption to the ground surface along the utility alignment, thereby causing no disruption to traffic, commerce, and other activities, as opposed to excavating open cut pipe trenches and the associated major disruptions to surface activities.
57. Walkover System: Same as locator.
58. Washover Pipe: A rotating drill pipe of larger diameter than the pilot drill pipe and placed around it with its leading edge less advanced. Its purpose is to provide stiffness to the drilling pipe in order to maintain steering control over long bores, to reduce friction between the drill string and the soil and to facilitate mud circulation. See directional drilling.
59. Water Table: The elevation of subsurface ground water.

1.4 SUBMITTALS

- A. Shop Drawings:
 1. See Specification Section 01 33 00 for requirements for the mechanics and administration of the submittal process.
 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
- B. Quality Assurance: Submit samples of the daily logs and records that will be maintained.
 1. The actual daily logs and records shall be provided to the Engineer within two (2) working days of the date to which the records pertain.
 2. Refer to Quality Assurance portion of this Section.
- C. Shop Drawings:
 1. All Shop Drawings shall be reviewed and accepted by the Engineer prior to Contractor's mobilization.
 2. The Shop Drawings shall be neat and legible.
 3. The Drawings shall include:
 - a. Planned equipment.
 - b. Equipment setup areas.
 - c. Pipe string layout areas.
 - d. Extent of proposed excavations.
 - e. Line and grade of proposed bore.
 - f. Approximate length of the bore.
 - g. Approximate length of pipe string.
 - h. Location of mud containers and other secondary containment devices such as sand bas.
 - i. All pothole data to locate all utilities, underground structure/facilities along the planned bore path.
 - j. Traffic control plans.
 - k. List of lubricants and horizontal directional drilling additives.
 - l. Location of spoil sites.
 - m. Anticipated or proposed deviations in line and grade from the design plan and profile of pipeline.
 - n. Anticipated production rate.
- D. Drilling Plan: Submit a detailed narrative description of the sequence of tasks that will be performed to install the specified pipe string using horizontal directional drilling. The plan shall include, but not be limited to:

1. A description of the proposed drilling procedures consisting of the pilot bore and reaming operations.
 2. Drilling equipment including drill rig pushing and pulling capacities, and torque and mud pumping capacities.
 3. Indicate the diameters of multiple-pass pilot, intermediate and final bores, or single-pass staged bore, as applicable.
- E. Frac-out Plan: Submit a detailed narrative of a frac-out prevention and cleanup plan. The plan shall include, but not be limited to:
1. Name(s) and phone numbers of biological monitor(s) and crew supervisor(s).
 2. Site-specific resources of concern.
 3. Monitoring protocols, including biological monitoring and frac-out monitoring.
 4. Containment and cleanup plan, including staging location of vacuum trucks and equipment, equipment list, necessary hose lengths, special measures needed for steep topography, at each location.
- F. Sound Attenuation System: Submit product data, shop drawings, and a site plan of the launch pit showing location and extent of various components of the sound attenuation system. The site plan shall be enhanced with sections and details as necessary to properly illustrate the system relative to the work area.
- G. Schedule: Submit a detailed schedule with all major construction activities and durations, with beginning and completion dates shown. The schedule shall include, but not be limited to:
1. Rig mobilization and setup.
 2. Pilot bore hole drilling.
 3. Back reaming.
 4. Pullback of pipe.
 5. Cleanup and restoration.
 6. The schedule shall be subject to reasonable updating as requested by the Engineer to accommodate unforeseen work conditions affecting the progress of the project.
- H. Description of Equipment: Submit manufacturer's cut sheets or detailed descriptions of planned equipment to be used for the pipeline installation, including drill rig capacity. All texts, drawings, figures and photographs shall be clear and legible.
- I. Product Data: Submit manufacturer's published:
1. Product data including specifications describing planned materials to be used for the pipeline installation.
 2. Warranty information for materials, as applicable.
 3. Materials Safety Data Sheets (MSDS) for materials, as applicable.
 4. All texts, drawings, figures and photographs shall be clear and legible.
- J. Drilling Fluid Pressures: Submit calculations detailing the maximum and minimum drilling fluid pressures expected during the directional drilling process. These calculations shall address minimum pressures required for borehole stabilization as well as maximum pressures to prevent inadvertent drilling fluid returns.
- K. Surveying Equipment and Procedures: Submit records of equipment calibrations and certifications for all equipment used for downhole surveys and tracking of the drill head and bore path. Procedures to be used will be described in the submittal, including quality assurance measures.
- L. Calculations for Thrust, Torque, and Pullback: Submit calculations for thrust, torque, and pullback loads, for the conditions and operating practices anticipated.
- M. Pipe Material Properties:
1. Maximum Pulling Force: Submit calculations determining the maximum pulling force that may be anticipated during the pullback operation to overcome theoretical frictional forces.
 - a. The calculations shall be stamped by a professional engineer licensed in the State

of [] accompanied by written approval from the pipe manufacturer verifying that

the maximum calculated pulling force will not exceed the manufacturer's recommended yield tensile strength and factor of safety for the proposed pipe material and fused joint.

2. Radius of Curvature: Submit the radius of curvature planned for the installation of the pipeline along with calculations showing that installation stresses do not exceed allowable stress. Use a minimum factor of safety of 2.0 to determine the allowable stress.
- N. Plans for Disposal of Spoils and Drilling Fluids: Submit plans for disposal of waste materials resulting from the horizontal directional drilling process including drilling fluids, rock cuttings, waste oil, fuel, discharge water, and other wastes.
 1. Identify the disposal site, and procure and submit a letter from the licensed disposal site indicating willingness and legal authority to accept the described waste products.
- O. Safety Plan: Submit a Safety Plan including the name and mobile phone number of the Contractor's Site Safety Representative, emergency telephone numbers for local medical facilities, and precautions for handling and disposal of any hazardous and flammable materials.
- P. Contingency Plans for Potential Problems: Submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem, the methods that would be used to mitigate the problem, and estimated time to mitigate the problem and resume the installation. Potential problems that shall be addressed include:
 1. Obstructions encountered.
 2. Drilling fluid pressures that exceed maximum allowable pressures.
 3. Inadvertent drilling fluid returns (hydro-fracture).
 4. Loss of circulation.
 5. Deviation from planned bore path.
 6. Inability to advance drill stem or pipe.
 7. Drill stem or pipe stresses that exceed allowable values for torsion, bending, axial tension, or compression.
 8. Drill stem or pipe twisted off or broken off in borehole.
 9. Pipe collapse.
- Q. The following shall be submitted as construction progresses and at the completion of construction.
 1. Daily Logs and Records: Submit complete, legible, written daily logs and records as called for in Paragraph 1.06.A and as directed by the Engineer, within two (2) working days of the date to which the records correspond.
 2. Deviations in Plan and Profile: Document all deviations of actual line and grade from design plan and profile of the bore path and submit to the Engineer immediately upon discovery.
- R. As-Built Drawings: Submit as-built drawings showing plan and profile views of the completed installed pipeline, correctly referenced to project stationing and elevations, and major site features after the completion of the project.
- S. Drilling Fluid Weights: Submit calculations of expected weights of drilling fluid for stabilization of the bore hole.

1.5 QUALITY ASSURANCE

- A. Daily Logs and Records:
 1. Maintain daily logs and records to document the following: Drilling lengths, location of drill head, drilling fluid pressures and flow rates, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and redrilling segments of the pilot bore, and any other relevant observations.
 2. The position of the drill head shall be continuously tracked and recorded. A plot of actual drill path relative to design line and grade shall be maintained and updated daily, or more frequently as directed by the Engineer. Any pipe sections not meeting specified tolerances will be replaced or repaired to the Engineer's satisfaction at no additional cost to the Owner.

3. Advance Notice and Inspections: Provide at least 72 HRS advance written notice (not including holidays or weekends) to the Engineer of planned major drilling operations including pilot bore launch, reaming, and pipe pullback. Immediately notify the Engineer in writing when any significant problems are encountered or if ground conditions are construed as being materially and significantly different than the conditions presented in the geotechnical investigation report.
 4. Perform all work in the presence of the Engineer, unless Engineer grants prior written approval to perform such work in Engineer's absence.
 5. Surveying Equipment and Procedures: Inspect and calibrate prior to use all surveying equipment to be used for down-hole surveying and tracking of the bore and drill head.
 6. Drilling Equipment: Provide written certification by the manufacturer that the drilling equipment is capable of completing the planned installation.
- B. Regulatory Requirements:
1. Be solely responsible that the work is performed in compliance with all applicable federal, state, and local permits and safety requirements.
 2. Utilize all required safety equipment and procedures at all times.
 3. Drilling equipment shall be connected to a ground with a copper conductor capable of handling maximum anticipated fault current as determined by the Contractor.
 - a. The system shall be capable of sensing contact with an energized electrical cable.
 - b. The system shall incorporate an audible alarm warning system that warns workers of electrical hazards during drilling operations.
 - c. Check the system shall be checked to verify proper operation prior to initiation of drilling operations.
 4. Crew members operating drilling equipment handling drill stems near the drilling equipment shall wear hot boots and hot gloves, safety glasses and hard hats, and will stand on grounded wire mesh mats. The locator operator shall wear hot boots.

PART 2 - PRODUCTS

2.1 DRILLING FLUIDS

- A. Drilling fluids shall be a mixture of water and bentonite, with mixture proportions selected by the Contractor to ensure borehole stability, reduce drag on the pipe, and completely fill the annular space between the bore and the pipe to control settlement. Management and disposal of drilling fluids shall be the Contractor's responsibility.
 1. Applicable MSDS shall be maintained in the Contractor's field office for the duration of the work.

2.2 DRILL RODS/DRILL STEM

- A. Provide high quality drill rods that have been inspected and determined to be adequate for the project requirements. Do not use bent, cracked, or fatigued drill stem. Threads shall be in good condition. Measure and record the lengths of drill rods.
 - a. Directional drilling equipment.
- B. Drill Unit: The drill unit shall be a remote-steerable boring system that is designed specifically for use in the installation of pipelines and is capable of accurately drilling (true to line and grade) through the types and hardness of soil that the Contractor expected. Where necessary, the drilling system shall utilize a high-pressure, low-volume, liquid-assisted, mechanical rock drilling technology that is capable of installing pipelines of the diameter and length required in ground conditions that the Contractor anticipated.
- C. Crew Gear: Provide all crew members with grounded safety mats, heavy gauge ground cables with connectors, and hot boots and gloves.

2.3 SOUND ATTENUATION SYSTEM

- A. General: Design and provide a temporary sound attenuation system to mitigate noise and vibration levels by using sound attenuating methods at the launch pit as indicated. The purpose of the sound attenuating system is to prevent most occurring noise and vibration construction activities at the launch pit from reaching the residents' houses.
1. Noise generating equipment to be mitigated shall include, but may not be limited to the drill rig, power unit, solids control system, and mud pump.
 2. The sound attenuating system may consist of:
 - a. Hay bales stacked around the perimeter of the launch pit.
 - b. Sound absorption panels erected around all noise generating pieces of equipment.
 - c. Extension hoses attached to the exhausts of the diesel engines to place the ends of the exhaust systems at a location where the noise level can be mitigated.
 - d. A combination of the three methods and means above to achieve the required level of sound attenuation, subject to the approval of the Engineer.
- B. Sound Absorption Panels: Metal faced acoustical panels for sound attenuation walls.
1. System Description: Sound Absorption: Minimum, expressed in sabins, at following octave band center frequencies for 30 by 120 IN panels with 2 IN thick wrapped acoustical insulation, when tested in accordance with ASTM C423:
 - a. 125 Hertz: 4.5.
 - b. 250 Hertz: 14.1.
 - c. 500 Hertz: 26.7.
 - d. 1000 Hertz: 28.6.
 - e. 2000 Hertz: 26.3.
 - f. 4000 Hertz: 29.2.
 2. Metal Faced Acoustical Panels:
 - a. One of the following manufacturers or equal:
 - 1) Eckel Industries, Inc.
 - 2) Industrial Noise Control, Inc.
 - 3) United McGill.
 3. Service: Outdoors, exposed to all weather conditions.
- C. Exhaust Extension Hoses: Exhaust hoses manufactured specifically for the purpose of being used as an extension hose for an exhaust system.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspection of Conditions: Inspect the site prior to initiating work to be satisfied of the general conditions and requirements of the work to be performed. Do not proceed until all unsatisfactory conditions have been corrected.
- B. Preparation:
1. Protect existing structures and utilities using adequate ways and means for the duration of the project.
 2. Provide adequate control of surface water drainage and runoff, and provide adequate erosion control measures.
 3. Do not initiate directional drilling before all submittals are received, reviewed, and accepted by the Engineer.
 4. Do not initiate directional drilling until all frac-out mitigation measures and sound attenuation facilities are in place.

3.2 NOISE MITIGATION

- A. General: Construct the approved temporary sound attenuation system at the launch pit before commencing noise generating activities.

1. Protect and maintain the sound attenuating system in place for the duration of noise generating activities.
 2. Monitor and make necessary adjustments and additions to the sound attenuating system to mitigate noise at the launch pit.
- B. Hay Bales: Stack hay bales around the perimeter of the launch pit as indicated on the approved submittal.
- C. Sound Absorption Panels: Install acoustical panels in accordance with manufacturer's instructions.
1. Install panels plumb or level.
- D. Exhaust Extension Hoses: Connect exhaust extension hoses to ends of exhaust pipes and route the hoses to the back side of the storm debris fence on the north side of the work area. Terminate the hose extensions at ground level with hay bales stacked around the outlets to further absorb exhaust sounds.

3.3 CONSTRUCTION AREA

- A. Work Area: Maintain the work area in a manner that will minimize adverse impacts on facility operation. Proceed with work in a safe, orderly manner, while maintaining the work site free of debris and unnecessary equipment and materials.
- B. Spills: Take all measures necessary to minimize and control drilling fluid spillage and returns at entry and exit points, and at intermediate points, by controlling operating pressures, drilling speed, and other operational factors. Promptly clean up all inadvertent returns or spills. Mobile spoil removal equipment will be on site during all drilling, prereaming, reaming, and pullback operations and shall be capable of quickly removing spoils. Notify the Engineer immediately of any inadvertent returns and spills and immediately clean up the return and spill.
- C. Protection: The Contractor's procedures and equipment shall provide protection of workers, particularly against electrical shocks.
- D. Storage: Store combustible materials (fuel, oil, lubricants, etc.) in a well-ventilated storage facility removed from the immediate vicinity of the drilling area by at least 20 FT.
- E. Water Supply: Water supply for the project will be metered by the Owner.
1. Coordinate with Owner for water used for HDD construction. Only recycled water is allowed to use.
 2. Be responsible for cost of any construction water.
- F. Temporary Lighting: Procure and maintain all temporary lighting needed for Contractor's operations, safety, testing, and inspection.
- G. Mobile Telephone Service: Provide mobile telephone service for all key personnel engaged in construction activities at the project site, throughout the construction period. Post emergency numbers and numbers of key site personnel for the Contractor, Engineer, and Owner shall be posted at each phone location.
- H. Removal of Temporary Facilities: Remove all temporary facilities at the completion of construction. Remove and dispose unneeded soil, aggregate, and other materials at approved sites. Restore to original condition any damage to streets, sidewalks, lawns, and common areas.

3.4 MOBILIZATION

- A. Mobilize all equipment, materials, and personnel necessary to construct a new pipeline as indicated using the Horizontal Directional Drilling process.
- B. Entry Pit and Exit Pit Work Areas:
1. The horizontal directional drilling pilot bore shall be launched from an at-grade entry pit.
 2. The horizontal directional drilling pilot bore shall terminate at an at-grade exit pit.

3. Employ appropriate precautions and measures to prevent erosion, surface drainage, and spillage of drilling fluids and other materials that could adversely impact the environmental quality of the site.
4. Use hay bales to line the work area to minimize erosion and runoff and protect the site. Mobile spoils removal equipment capable of quickly removing any spoils from entry and exit pits or other areas shall be present during all drilling, reaming, and pullback operations.
5. Provide and use appropriate safety equipment and procedures as deemed appropriate, based on accepted standard industry practices and these specifications.

3.5 DIRECTIONAL DRILLING

- A. Provide all equipment, materials, and personnel necessary for completing the pipeline installation as indicated. The equipment and materials shall include:
 1. Directional drilling rig with all necessary ancillary equipment, including drill stem, cutting bits, reaming bits, swivels, expanders, motors, pumps, hoses, mixing equipment, drilling fluid processing equipment (cuttings separation equipment), downhole survey equipment, fluid pressure and flowrate monitoring equipment, spare parts, pipe handling equipment, crane, backhoe, roller, sideboom tractors, control cabin and control equipment, and office equipment.
 2. Drilling fluids, water, fuel, lubricant, polymers, or other additives.
 3. Any other expendable or reusable materials, supplies, and equipment needed for the installation.
- B. Borehole Profile: Provide a vertical profile for the borehole similar to the design profile indicated.
 1. Be responsible for designing and achieving a vertical profile for the borehole based on the directional drilling rig suitable for the project.
- C. Pilot Hole: The pilot hole shall follow the Contractor's design of the vertical profile for the borehole.
 1. Radius of curvature: The radius of curvature shall not be less than the calculated minimum value to maintain pipe stresses within allowable limits, including the appropriate safety factor. The radius of curvature shall be calculated over the distance of three (3) drill stem sections.
 2. Entry and Exit Tolerances: Locations of entry and exit points indicated are approximate. Beginning and ending stationing, and pipeline bearing and distance indicated are approximate.
 3. Drill Rig Capacity: The drill rig shall have the capacity to install the specified pipeline. The system should have thrust, pullback, and torque capacities at least double, that is 100 percent greater than the required values of thrust, pullback, and torque calculated and submitted as necessary for the installation.
 4. Instrumentation and Monitoring: Provide and maintain an instrumentation and monitoring system that is capable of accurately locating the position of the drill head in the x, y, and z axes, that is capable of monitoring and recording drilling fluid pressures and flowrates, and drill stem thrust, torque, and pullback loads. These data shall be recorded at least twice per drill pipe length or every 15 FT or 15 minutes, whichever is most frequent.
 - a. Submit these data to the Engineer within one working day of the date to which the records pertain.
 - b. Allowable tolerances are:
 - 1) ± 3 IN vertical.
 - 2) ± 4 IN horizontal.
 5. Position of Drill Head: Monitor and record x, y, and z coordinates relative to an established surface survey bench mark, from downhole survey data and surface survey data, using the Tru Tracker or equivalent surface survey system. The data shall be recorded at least twice per drill stem length or at 15 FT or 15 minute intervals during drilling, whichever is most frequent. Deviations between the recorded and design bore path will be calculated and

reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences will be reported immediately to the Engineer.

6. Drill Stem Thrust and Torque: Measure and record drill stem thrust and torque at least twice per drill stem length or at 15 FT or 15 minute intervals during pilot hole drilling, whichever is most frequent. Report sudden increases in torque or thrust to the Engineer immediately. Report instances of thrust, torque, or pullback exceeding allowable limits to the Engineer immediately.
 - a. Submit prereaming, reaming, and pullback thrust and torque measurements with daily logs.
 7. Drilling Fluid Pressures and Flow Rates: Monitor and record drilling fluid pressures and flowrates continuously. Monitor the pressures at the entry point, at the injection nozzle, and at two locations within 2 FT behind the drill head in the annular space between the drill stem and bore or between the pipe and bore. Take these measurements during pilot hole drilling, during reaming and pullback operations.
 - a. Submit fluid pressure and flow rate measurements with daily logs.
 8. Drilling Fluid Viscosity and Density: Measure and record drilling fluid viscosity and density at least 3 times per shift with at least 2 HRS between readings, using calibrated Marsh funnel and mud balance. Include these measurements in daily logs submitted to the Engineer. Document modifications to the drilling fluids by noting the types and quantities of drilling fluid additives and the dates and times when introduced. Document and report the reason for the addition of drilling fluid additives or other modifications.
 - a. Submit these measurements and documentations in the daily logs.
 9. Obstructions: In the event that any obstruction is encountered that prevents further advancement of the drill stem, or pullback of the prereamer, reamer, and/or pipe notify the Engineer immediately. Investigate the cause and determine an appropriate response. Appropriate response may include revisions to equipment or methods, retraction and redrilling of a portion of the bore, or abandonment of the hole. If abandonment is deemed necessary, recover, to the extent practically possible, any drill stem, pipe, and tools in the bore, and properly abandon the bore, unless otherwise directed in writing by the Engineer. Pressure-grout the abandoned bore with a lean cement-sand grout mixture, or other approved materials if the bore is abandoned. If the bore is abandoned, be allowed to begin a second attempt to install the pipeline at an alternate location approved in writing by the Engineer. In any case, take all reasonable actions to complete the installation with minimal delays. The extra costs and payments to the Contractor, if any, will be negotiated between the Owner and Contractor, based on the cause and reasonable time and materials. For purposes of this contract, an obstruction is defined as any hard object lying completely or partially within the design pathway of the bore and pipeline that prevents further advancement of the drill stem, reamer, and pipe.
- D. Pipe Installation:
1. Install Polyethylene Pipe or Conduit per ASTM F1962 - 11
 2. Pipe shall be pulled into the bore hole at a controlled rate to avoid pipe buckling, abrasion damages to pipe surface, hydrofracture, etc.
 3. Pipe shall be supported on rollers as recommended by the pipe manufacturer.
 4. Never have the pull back force to exceed the allowable pull back force recommended by the manufacturer.
 5. Never bend the pipe so that the bend radius is less than the minimum radius recommended by the manufacturer.
 6. The radius of the bore shall also consider the minimum allowable bending radius for the drilling rods or pipe.
- E. Site Restoration and Demobilization: Remove all equipment, materials, and waste or debris from the site and restore site to its original condition upon completion of the installation.

3.6 DISPOSAL

- A. Drilling Mud: Dispose drilling mud waste, in a legal manner, to an off-site waste disposal facility that can readily accept such waste.

++END OF SECTION 330507++

**SECTION 33 10 00
WATER UTILITIES**

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All applicable requirements of other portions of the Contract Documents apply to the work of this Section, including but not limited to Division 1, General Requirements.

1.2 DESCRIPTION OF WORK

- A. Work of this Section includes, but is not limited to:
 - 1. Water lines
 - 2. Gate valves
 - 3. Curb stops and boxes
 - 4. Valve boxes and lids
 - 5. Fire hydrants
 - 6. Water service taps and corporation stops
 - 7. Miscellaneous concrete
 - 8. Pipe bedding and backfill
 - 9. Testing
 - 10. Disinfecting water mains
- B. Related work specified elsewhere includes, but is not limited to:
 - 1. Section 33 05 07, Horizontal Directional Drilling.

1.3 SUBMITTALS

- A. All submittals shall conform completely to the requirements of the Contract Documents, including all requirements set forth in Section 01 33 00, Submittals.
- B. Reference Submittals
 - 1. Material Certification: Provide material certification for items listed below:
 - a. Granular backfill materials
 - b. Pipe bedding material
 - 2. Test Reports: Provide 2 copies of test reports certified by an independent testing agency.
 - 3. As-Built Drawings: Indicate deviations from original Contract Documents and include the following:
 - a. All buried/concealed utility services, gas, water, telephone, electrical ducts, etc., dimensioned from a fixed control point, including depth of bury.
- C. Product Data: Provide product data for items listed below:
 - 1. Pipe.

2. Restrained joints.
3. Fittings.
4. Valves.
5. Gaskets.
6. Valve boxes and lids.
7. Fire hydrants.
8. Tapping saddles.
9. Detectable marker tape and wire. Tape shall be a minimum 6-inch wide over the center line of the water main at a vertical distance of no less than 12 inches and no greater than 18 inches below the finished surface grade. Detectable marking wire shall be 10 gauge minimum, anchored to a piece of #5 rebar at each mainline valve and hydrant valve.
10. Curb stops and boxes.
11. Corporation stops.
12. Coatings/ paint.

1.4 PRODUCT HANDLING

- A. General
 1. Handle pipe with care as only sound, undamaged material and fittings will be accepted.
 2. Store material off the ground.
 3. Keep pipe interiors completely free of dirt and foreign matter.

1.5 JOB CONDITIONS

- A. General: Make connections to existing lines as shown and required.
- B. Site Information: Test borings and other exploratory operations may be conducted by the Contractor at no additional expense to the Owner. Owner's permission must be obtained prior to performing exploratory operations.
- C. Use of Explosives: The use of explosives is not permitted.

1.6 LOCATIONS AND VERIFICATIONS

- A. Verify at the Site all locations, elevations, grades, and utility service connections, as indicated on the Drawings and serving the Project.
- B. Locations shown on the Drawings shall be followed as closely as possible; however, exact positions shall be subject to, and adjusted to, interferences with other work. Should major difficulties prevent the installation of any part of this portion of the Project, such conditions shall be brought to the attention of the Engineer, who will determine final locations, and the Contractor shall make the installation accordingly.

1.7 UTILITY/SERVICE CONNECTIONS

- A. Close coordination shall be maintained to ensure proper elevations and locations

at point of final connection to existing water lines.

- B. Make connection to County mains as required by those officials having jurisdiction.
- C. The Contractor shall not operate any existing valves on the water system that are in service.

PART 2 - PRODUCTS

1.8 WATER LINES

- A. General
 - 1. Use restrained joints where shown on Drawings.
 - 2. Restraining wedges shall be made of ductile iron, conform to ASTM A536.
 - 3. Where restrained joints are required for fittings only, provide a full length of pipe on both sides of the fitting.
 - 4. Retainer glands which use only set screws for restraint are not permissible.
 - 5. Manufacturers
 - 6. Megalug by EBAA Iron Sales.
 - 7. TR Flex or FIELD LOK by U.S. Pipe and Foundry Company.
 - a. Super-Lock or Restrained Tyton Joint by Clow Corporation.
 - b. Flex-Ring or Lok-Ring by American Cast Iron Pipe Company.
 - c. Or approved equal.
- B. Pipe - 2-Inch (Inside PRV)
 - 1. Stainless Steel
 - a. Pipe: Conform to 304 stainless steel pipe schedule 40.
 - b. Joints and Fittings: Fitted for stainless steel pipe
 - c. Valves: Fitted for use with stainless steel pipe.
- C. Pipe - 4-Inch and Larger
 - 1. Polyvinyl Chloride Pipe (PVC) – Open Cut Installation
 - a. Pipe: Conform to AWWA C900.
 - b. Dimension Ratio: DR-14.
 - c. Pressure Class: 300 psi.
 - d. Joints: Flexible elastomeric, conform to ASTM D3139.
 - e. Gaskets: Conform to ASTM F477.
 - f. PVC Resin: Meet or exceed cell class 12454 as defined in ASTM D1784.
 - g. Pipe shall be homogeneous throughout; free from voids, cracks, inclusions or other defects. Surfaces shall be free from nicks, scoring, scratches, and other blemishes.
 - h. Manufacturer/Product name: JM Eagle/Blue Brute.
 - 2. Polyvinyl Chloride Pipe (PVC) – Directional Bore
 - a. Pipe: Conform to AWWA C900.

- b. Dimension Ratio: DR-14.
 - c. Pressure Class: 300 psi.
 - d. Joints: Internal restraint consisting of a metallic restraint casing, metallic restraining ring, and a rubber gasket, or a non-metallic coupling system with an O- ring and nylon spline. Conforms to AWWA C900, ASTM D1784, and UNI-B-13.
 - e. Gaskets: Conform to ASTM F477.
 - f. PVC Resin: Meet or exceed cell class 12454 as defined in ASTM D1784.
 - g. Pipe shall be homogeneous throughout; free from voids, cracks, and inclusions or other defects. Surfaces shall be free from nicks, scoring, scratches, and other blemishes.
 - h. Manufacturer/Product name: Certa-Lok C 900/RJ.
- D. Fittings
- 1. Stainless steel bolts shall be used on all fittings.
 - 2. Gray iron or ductile iron
 - a. Full body, conform to AWWA C110, or compact, conform to AWWA C153.
 - b. Class: 250 or 350.
 - c. Bituminous coating: Inside and outside
 - d. Cement-mortar lining, conform to AWWA C104
 - 3. PVC, conform to AWWA C900.
- E. Gate Valves
- 1. Gate valves shall be iron body resilient wedge conforming to AWWA C509 with bell joint ends suitable for pipe specified.
 - 2. Non-rising stems, left hand open with rubber "O" rings, packing seals, and mechanical joint ends.
 - 3. Furnish one valve wrench required to operate all valves.
 - 4. Manufacturers: M&H, Kennedy, Mueller, American, U.S. Pipe.
 - 5. Only Cor-Blue bolts or stainless steel bolts shall be used.
 - 6. All internal and external ferrous surfaces, including the interior of the gate, bolt holes and flange faces, shall be coated, prior to assembly of the valve, with epoxy having a minimum thickness of 8 mils.
- F. Curb Stops and Boxes
- 1. Curb Stop Manufacturer
 - a. Mueller H15209 -38N.
 - b. Ford B44-CTS Series.
 - 2. Valve Boxes: Bingham and Taylor No. 4901B Buffalo Type, Size 94E, or equal.
 - 3. Valve Box Lid: Shall have the word "WATER" cast on it and secured to valve box by a bronze or brass bolt. Lid shall be painted with Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Cove Blue.
 - 4. Furnish one valve wrench to operate all curb stops.
- G. Meter Horn and Inside Plumbing
- 1. Ball Valve:
 - a. Mueller 300 ball valve or equal.
 - 2. Copper Pipe and Fittings:

- a. Type K.
 - b. Mueller 300 angle valve or equal.
 - 3. Meter Yoke:
 - a. Ford CH11-333 or CH11-444
 - b. Mueller H-1412 or equal.
 - 4. Pressure gauge: WIKA 0-160 PSI 4-1/2" with male NPT, 316 stainless steel materials, solid front with blowout back, and glycerin filled.
- H. Valve Boxes and Lids
- 1. Valve box shall be two-piece cast iron, screw type, with cover marked "WATER".
 - 2. Valve Boxes: Bingham & Taylor No. 4905 Buffalo Type, Size 22 or equal.
 - 3. Provide valve box and lid with each valve.
 - 4. Main line valve lids to be painted with one coat Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Cove Blue.
 - 5. Furnish one valve wrench to operate all main line valves.
- I. Fire Hydrants
- 1. Cast iron, conform to AWWA C502, dry-barrel type.
 - 2. Bell Connection Size: 6-inch.
 - 3. Hose Connections: Two (2) 2-1/2-inch diameter NST.
 - 4. Pumper Connection: One (1) 4-1/2-inch diameter NST.
 - 5. Main Valve Opening: 4-1/2-inch diameter.
 - 6. Depth of Bury: 5'-0"
 - 7. Threads on nozzles shall match those standard for local fire department.
 - 8. Provide traffic impact flange designed to break away.
 - 9. Lubricate thread with a food grade lubricant.
 - 10. Remove chains from caps.
 - 11. Paint lids of watch valve boxes with one coat Tnemec Uni-Bond DF Series Gray and two coats Tnemec Enduratone Series 1028 Chilean Red.
 - 12. Furnish one wrench to operate hydrants.
 - 13. Manufacturers: Mueller Supercenturion 250 Model A-421 or American Flow Control Model MK-73.
- J. Water Service Taps
- 1. Corporation Stop - for water service taps 2" and smaller, use a Mueller B-25008, H-15008, H-15013 Series or Ford FB1000 Series.
 - 2. Service Saddles and Tapping Sleeves.
 - a. For 2" and smaller, use service saddle Smith Blair 264, or Mueller 5541-5549.
 - b. For 3" and above, use tapping sleeve by Mueller H 304 SS, or JCM 432.
 - c. All metal components of saddles shall be stainless steel and fully passivated.
 - d. Bolts and/or nuts shall be coated to prevent galling.
 - e. Rubber shall be full circle.
 - f. Lay length shall be equal to or exceed the diameter of the pipe but not less than 7.5" for new mainline construction service saddles and 12" for new mainline construction tapping sleeves.
 - 3. Do not install in top one quarter (1/4) of the water main.
 - 4. Tapping saddles and corporation stops shall be designed for type of pipe being tapped.

- K. Miscellaneous Concrete (How about Cast-In-Place Concrete for Vault?)
 - 1. Miscellaneous concrete shall conform to the State of Ohio, Department of Transportation, Construction and Material Specifications, Item 499 – Concrete General.
 - 2. Concrete shall be Class C with a compressive strength of no less than 4,000 psi at 28 days.
 - 3. Miscellaneous concrete shall be provided for the following items:
 - a. Thrust blocking.
 - b. Concrete encasement.
 - c. Valve supports.
 - d. Concrete collars and fillets.
- L. Detectable Marker Tape and Tracer Wire
 - 1. Provide with PVC or HDPE pipe installation only.
 - 2. Plastic Tape
 - a. Continuously printed for use with buried services.
 - b. Solid aluminum fill core: 35 gauge (0.0035 inch) minimum.
 - c. Minimum thickness: 5 mil, ASTM D2103.
 - d. Width: 6 inches.
 - e. Background: Blue.
 - f. Lettering: Black.
 - g. Tensile strength: 150 lbs. per 6-inch width, ASTM D882.
 - h. Inscription: "Caution - Buried Water Line Below".
 - i. Installation: 12 inches below finish grade.
 - 3. Product and Manufacturer
 - a. MAGNATEC or TRACELINE by Thor Enterprises, Inc.
 - b. Or approved equal.
 - 4. Copper fed 10 gauge wire to be installed along the length of all waterline.

1.9 PIPE BEDDING AND BACKFILL

- A. Granular Backfill: State of Ohio, Department of Transportation, Construction and Material Specifications, Item 304 – Aggregate Base.
- B. Pipe Bedding: ODOT coarse aggregate, conform to AASHTO M43, size No. 8.
- C. Earth Backfill
 - 1. Fine sand, clayey gravel, sand-clay, silty clay, clay (soil types GM, GC, MH, ML, CH).
 - 2. Excavated materials.
- D. Unsuitable Materials
 - 1. Organic soils (soil types OL, OH, PT).
 - 2. Rocks larger than 6 inches in any dimension.
 - 3. Bricks and building debris.
 - 4. Frozen materials.

PART 3 - EXECUTION

1.10 PREPARATION

- A. Verify that substrate is ready to receive work and elevations are as indicated on Drawings.
- B. Beginning of installation means acceptance of existing conditions.

1.11 TRENCHING

- A. General
 - 1. Trench excavation shall follow lines and grades as indicated on the Drawings. Exact positions shall be subject to and adjusted to interferences with other work.
 - 2. Leave trenches open until work is inspected.
 - 3. Whenever existing items such as sewer pipes, water pipes, gas mains, culverts, or other pipes or structures are encountered in or near the lines of trenches being excavated, use proper care in preserving such items intact, and repair any damage to such items due to failure to exercise sufficient care.
 - 4. Prior to beginning excavation, notify, in writing, all utilities on the project of the intended work and schedule.
 - 5. Locate all existing utilities or other structures of critical location in advance of excavation.
 - 6. Uncover existing pipes and cables ahead of trenching for new work.
- B. Excavation and Pipe Bedding
 - 1. Water Lines
 - a. Trench shall be excavated as per Trench Details and shall be excavated to provide a minimum of 4'-0" of cover over pipe in all areas.
 - b. Excavate unsatisfactory soil materials encountered that extend below the required elevations, to the additional depth as indicated by the Engineer or Owner. The Contractor shall be responsible for the first 1'-0" of undercutting. Additional excavation beyond the 1'-0", provided it is not due to the fault or neglect of the Contractor, shall be measured as indicated by the Engineer or Owner, and paid for as a change in the work.
 - c. Pipe shall be laid in pipe bedding material compacted in layers not to exceed 6" in thickness with mechanical tampers.
- C. Backfill and Compaction
 - 1. Under and within 5 feet of roads, walks and other paved areas, trenches and pits shall be backfilled to sub-grade with granular backfill compacted in 8-inch lifts, measured after compaction.
 - 2. Elsewhere, backfill with granular backfill or earth backfill. Top 6 inches shall be topsoil in lawn areas.
 - 3. Unsuitable backfill shall not be used.
 - 4. Compaction

- a. General: Control soil compaction during construction for compliance with the percentage of maximum density specified for each area classification.
- b. Backfill Density Requirements
 - 1) For trench backfill, provide the following compaction.
 - a) Backfill around structures: Compact each 8-inch layer of granular backfill or earth backfill at 98% density with mechanical tampers.
 - b) Unpaved areas and lawn areas: Compact each 24-inch layer of granular backfill or earth backfill at 90% density for cohesionless soils, and cohesive soil material with mechanical tampers.
 - c) Pavements and walkways: Compact each 8-inch layer of granular backfill at 98% density with mechanical tampers.
 - d) The Engineer may require compaction testing to be performed by an independent testing lab to ensure backfill density requirements are being met. Contractor to pay for the compaction tests.
- 5. Dispose of excess excavated material off the site.

1.12 INSTALLATION

- A. General
 - 1. Install full lengths of pipe, where practical.
 - 2. Make joints in accordance with manufacturer's recommendations.
 - 3. Lay pipe in dry trench. Line may be partially backfilled, leaving joints open until after testing.
 - 4. Plug end of pipe when not being worked.
 - 5. Leave line clean and free of debris when complete.
- B. Water Lines
 - 1. Install water lines as shown on Trench Detail.
 - 2. Concrete thrust blocks shall be poured behind horizontal bends, sag bends, and vertical bends deflecting 11-1/4 degrees or more on water lines 4 inches in diameter or larger, and on tees, hydrants, etc. unless restrained joints are used.
 - 3. Restrained joints may be used in lieu of thrust blocks. If megalugs are used, concrete thrust blocks are required also.
 - 4. Flush all lines as required.
 - 5. Tops of all valve boxes shall be adjusted to top of pavement, or to 1 inch above finish grade in unpaved areas. Paint main line valve lids with Tnemec Enduratone Series 1028 Cove Blue.
- C. Fire Hydrants
 - 1. General
 - a. Locate approximately as shown on the Drawings with final location and setting determined in field by Engineer or Owner.
 - b. Provide hydrant watch (gate) valve for all new fire hydrant leads.
 - c. Install hydrants with suitable concrete backing and gravel fill for

- d. drainage as shown on Drawings.
 - e. Do not obstruct drain openings.
 - f. Locate hydrants 8 to 10 feet from edge of pavement on non-curbed roadways.
 - g. Caps are to be lubed with N.S.F. rated grease and chains removed by the Contractor.
 - 2. Hydrant valve lids are to be painted with a final coat of Tnemec Enduratone Series 1028 Chilean Red.
- D. Water Service Connections
- 1. Tapping Saddles: Service connections for pipes 3 inches and smaller shall be done by the wet tap method using a tapping saddle and suitable corporation valve. Tap shall be located a minimum of 3.0' away from any joint or fitting.
 - 2. Service pipes shall be installed with a suitable shut off valve and valve box as indicated.
 - 3. Curb box lids are to be painted with Tnemec Unduratone Series 1028 Cove Blue.

1.13 TESTING

- A. General
- 1. Tests may be conducted on completed pipe line or any completed portion that can be isolated from other sections previously tested or not complete.
 - 2. Conform to AWWA C605, Section 7.3 - Hydrostatic Testing.
- B. Testing Water Lines
- 1. Flush line to remove all dirt and debris prior to testing.
 - 2. Fill line or section of line at least 24 hr prior to testing. Allow all air to escape through open valves.
 - 3. If no outlet is available at a high point of line, provide a tap, fitted with a corporation stop, to release air at the high point.
 - 4. Test pressure to be held for two (2) hours. A calibrated water source shall be used by test pump to maintain test pressure.
 - 5. Test pressure to be 150 lb/sq in. at test gage.
 - 6. Allowable leakage to be computed from this requirement: Eleven and 65/100 (11.65)
 - 7. U.S. gallons per 24 hour per mile pipe per inch of nominal size.
 - 8. If more water is used to make up leakage than is allowed, the line is to be made tight.
 - 9. Repair all visible leaks.
 - 10. Retesting shall be made until the requirements are met.

1.14 DISINFECTING WATER MAINS

- A. General
- 1. Disinfection of water mains shall be done in accordance with the Standard for Disinfecting Water Mains prepared by the American Water Works Association, (C651).

2. The Contractor is responsible for providing a testing laboratory to perform the bacteriological tests.
3. The Contractor shall pay for all costs to perform the bacteriological tests.

++END OF SECTION 331000++

Prosecutor's Approval Page

Resolution No.

A resolution to approve the contract award for the Pickerington & Refugee Road
Watermain Improvement Project; Utilities Fund 5046 Water

(Fairfield County Utilities Department)

Approved as to form on 12/7/2023 1:57:05 PM by Amy Brown-Thompson,



Amy Brown-Thompson
Prosecutor's Office
Fairfield County, Ohio

Resolution No. 2023-12.12.qq

A resolution to approve the contract award for the Pickerington & Refugee Road Watermain Improvement Project; Utilities Fund 5046 Water

(Fairfield County Utilities Department)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

WHEREAS, departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

WHEREAS, the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of December 14, 2023; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance
cc: Finance Office

Department									
Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
1215	HUMAN RESOURCES								
	Fund: 1001 - GENERAL FUND								
5390225	12/14/2023	7689	NATIONAL PUBLIC EMPLOYER LABOR	7348	12/06/2023	23000639	C1212	2024 human resources dues/conferences	215.00
TOTAL: HUMAN RESOURCES									215.00

INVOICES BY DEPARTMENT

12/14/2023 to 12/14/2023

Department

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: \$215.00

Commissioner Steven A. Davis

Commissioner Jeffrey M. Fix

Commissioner David L. Levacy

Date

Resolution No. 2023-12.12.rr

A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

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