



312 PLUM ST., SUITE 700
CINCINNATI, OH 45202
(513) 381-2112

March 5, 2024

ADDENDUM NO. 3
(1 Pages of text, 21 pages of attachments / Total = 22 Pages)

TO THE DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

**Fairfield County Workforce Development Center
OU Engineering Lab Alterations**

Comm. No. 2022063.02

**Board of Commissioners of Fairfield County Ohio
210 E Main St.,
Lancaster OH 43130**

PREBID REQUEST FOR INFORMATION

1. What is the deck height for new walls? There are no elevations or sections that give bidders this height.

Answer: Wall heights will vary. The existing metal building has a 13'-9" eave height on the East and West sides of the building and an 18'-9 1/2" ridge height. Wall heights depend on orientation, top-of-wall condition, and location.

SPECIFICATIONS

1. DOCUMENT 00 11 13 - NOTICE TO BIDDERS (Re-Issued):

A. Change Bid Date from March 6, 2024 to March 13, 2024.

2. DOCUMENT 00 41 16 - BID FORM (Re-Issued):

A. Change Bid Date from March 6, 2024 to March 13, 2024.

B. Removed referenced to liquidated damages.

3. SECTION 00 73 01 - SUPPLEMENTARY GENERAL CONDITIONS (Re-Issued):

A. Removed Section 8.4 "Completion of Work and Liquidated Damages".

End of Addendum No. 3

ATTACHMENTS

- DOCUMENT 00 11 13 - NOTICE TO BIDDERS
- DOCUMENT 00 41 16 - BID FORM
- SECTION 00 73 01 - SUPPLEMENTARY GENERAL CONDITIONS

DOCUMENT 00 11 13 – NOTICE TO BIDDERS

Sealed bids for the requirements set forth below will be received at:

**210 East Main Street, Room 300,
Lancaster, Ohio, 43130** until:

**2:00 p.m. – local time
March 13, 2024**

and will be publicly opened and read immediately thereafter in the **3rd floor Commissioners Hearing Room, 210 East Main Street, Lancaster, Ohio.**

Fairfield County Workforce Development Center - OU Engineering Lab Alterations shall consist of selective demolition, interior renovation of existing lab spaces, construction of new lab and classroom spaces, building envelope repairs, and other work indicated in the Contract Documents.

Pre-bid meeting:

Prospective bidders are encouraged to attend a pre-bid meeting to be held **February 8, 2024** at **11:00 a.m.** at the following location:

**Fairfield County Workforce Center
4465 Coonpath Rd NW
Carroll, OH 43112**

The Contract Documents are available for download on the Fairfield County website at: www.co.fairfield.oh.us/bids. Printed copies are also available for review in the County Commissioners Office, 3rd Floor, 210 East Main Street, Lancaster, Ohio, during normal business hours if bidders cannot download the files. Prospective bidders must notify Jon Kochis, Facilities Director, of their intention to bid when downloading documents electronically, and provide their contact information to Jon Kochis.

Bidders may make inquiries any time prior to Wednesday, February 28, at 4:00 p.m. Bidders must use email to make their inquiries. All inquiries must be addressed and sent to Brock Rossel: brossel@shp.com and Jon Kochis: jon.kochis@fairfieldcountyohio.gov.

The submission of oral, electronic, facsimile or telegraphic bids will not be accepted. Bids shall be submitted on the form furnished with each set of Contract Documents or on a photographic copy of that form. Each bid shall be accompanied by a bid guarantee meeting requirements of Section 153.54 of the Ohio Revised Code. Said guarantee may be in the form of a bond (ORC 153.571) or a certified check, cashiers check, or letter of credit meeting requirements of 153.54. Submit sealed bids in an opaque envelope plainly marked on the outside with the project title "Bid for FCWDC - OU ENGINEERING LAB ALTERATIONS", bid date and time, and name of the Offeror.

Prevailing wage rates apply.

Bids received after the time and date set for bid opening will be returned to the bidder unopened.

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

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

The probable construction cost estimate for this work is:

\$ 1,751,155 base bid

Board of Commissioners of Fairfield County Ohio
By: Jon Kochis, Facilities Director

END OF DOCUMENT 00 11 13

DOCUMENT 00 41 16 - BID FORM

Fairfield County Workforce Development Center

OU ENGINEERING LAB ALTERATIONS

SUBMITTED BY: _____

(CONTRACTOR FIRM NAME)

SUBMITTED NO LATER THAN

2:00 p.m. - Local Time
March 13, 2024

AT THE OFFICE OF:

Jon Kochis, Facilities Director

FAIRFIELD COUNTY BOARD OF COMMISSIONERS

210 East Main Street, Room 300
Lancaster, Ohio, 43130

DOCUMENTS PREPARED BY:

SHP

312 Plum Street, Suite 700
Cincinnati, Ohio 45202

Bid Form continues on next page

PART A - GENERAL NOTES

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

Attach the following forms to the Bid Form:

- o Bid Guarantee
- o Bidder's Qualifications
- o Non-Collusion Affidavit
- o Delinquent Personal Property Tax Affidavit
- o Unresolved Findings for Recovery Affidavit
- o Campaign Contributions Affidavit
- o Drug Free Work-Place Certification
- o EEO Certification

Do Not alter the wording of the Bid Form.

Bidders may attach typewritten sheet(s) providing any additional information, voluntary substitutions, or voluntary alternates for the Owner's consideration but the bid amounts contained herein must be based on the Contract Documents, not such voluntary substitutions or voluntary alternates.

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

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

It is understood and agreed that each Bid Package will achieve **Substantial Completion by August 2, 2024** and **Final Completion by September 6, 2024**, per definition of AIA General Conditions. See Section 00 73 01 "Supplementary General Conditions" Article 8 – Time.

PART B - RECEIPT OF ADDENDA

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

Addenda No.: _____ Addenda No.: _____

Addenda No.: _____ Addenda No.: _____

Bid Form continues on next page

PART C - PROPOSAL

We, the undersigned bidder have fully examined the Contract Documents entitled: **“Fairfield County Workforce Development Center - OU Engineering Lab Alterations”**, dated **February 6, 2024**, as prepared by SHP, and do hereby propose to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the amounts as follows:

BASE BID

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

ALTERNATES

Alternate No. 1: Remove and replace the existing air compressor per the plumbing drawings.

Add to _____ Deduct from _____ Base Bid (check one).

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

Add to _____ Deduct from _____ Contract Time (calendar days).

Alternate No. 2: Renovate existing Men’s Restroom and Women’s Restroom per the Contract Documents.

Add to _____ Deduct from _____ Base Bid (check one).

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

Add to _____ Deduct from _____ Contract Time (calendar days).

VOLUNTARY DEDUCT / VALUE ENGINEERING

Contractors are encouraged to provide voluntary deducts and/or value engineering suggestions to the base bid plans and specifications. Attach additional pages if necessary:

VE No. 1: (provide written description) _____

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

VE No. 2: (provide written description) _____

ALL LABOR AND MATERIALS, for the sum of: \$ _____

Sum in words: _____

Bid Form continues on next page

PART D – BIDDER’S CERTIFICATION

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

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the bidder has actual knowledge of the requirements and regardless of any statement or omission made by the bidder which might indicate a contrary intention.
2. Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. Bidder understands domestic steel use requirements as specified in Ohio Revised Code Section 153.011 apply to this project.
5. Bidder will enter into and execute the agreement with the Owner, if a contract is awarded on the basis of this bid, and if the bidder does not execute an agreement for any reason, other than as authorized by law, the bidder and the bidder's Surety are liable to the Owner as provided in the Ohio Revised Code and as applicable to the Owner.
6. Bidder certifies that the upon the award of a contract, it will make a good faith effort to ensure that all of its employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the bidder.
8. It is understood and agreed that the work embodied in this contract shall be substantially completed per definition of the AIA General Conditions by the milestone dates indicated in the Contract Documents.

Bid Form continues on next page

PART E - SIGNATURE PAGE & INFORMATION ABOUT BIDDER

Legal Name of Business _____.

Name of President _____.

Name(s) of Owner (If not Corporation)

_____.

Main Office Address _____
_____.

Company Tax identification Number: _____.

Company Website (if available): _____.

Main Office Telephone Number _____.

Main Office Contact Person _____.

Main Contact Person E-mail Address _____.

Authorized Signature _____.

Printed name and Title _____.

Date of Signature: _____.

Attach other documents required

END OF DOCUMENT 00 41 16

SECTION 00 73 01 - SUPPLEMENTARY GENERAL CONDITIONS

NOTE:

This section shall serve to supplement, modify, change and/or clarify provisions of the General Conditions (AIA Document A201, 2017 Edition, "General Conditions of the Contract for Construction"). Where an Article of the General Conditions is not modified or a Section is not modified or deleted by these supplements, the unaltered provisions of that Section shall remain in effect. Where items of this section directly conflict with those of the General Conditions, the provisions of this section shall prevail.

ARTICLE 1: GENERAL PROVISIONS

1.1.3 The Work

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

1.2 Correlation and Intent of the Contract Documents

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

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

- .1 Details of preparations, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of quality so as to accomplish a neat and quality finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be met.
- .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents.
- .4 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in the Contract Documents applicable to other trades."

1.7 Digital Data Use and Transmission

Delete the original text in this section and replace with the following:

1.7.1 (Add) "The Architect, at the Architect's discretion and without obligation, may make the Contract Documents available for use by Contractors for the purpose of facilitating the coordination process in electronic format. These electronic documents remain the Architect's Instruments of Service and shall be for use solely with respect to this Project, as provided in the Standard Form of Agreement Between Owner and Architect and Section 1.5 herein. The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document C106-2022 Digital Data Licensing Agreement, as modified, to establish the protocols for the development, use, transmission, and exchange of digital data."

1.7.2 (Add) "Where the parties come to agreement per Section 1.7.1, the electronic documents shall be made available in RVT or DWG format, as determined by the Architect. They are available through the Architect's office upon request. A sample of the format will be provided by the Architect upon request by the Contractor, for the purpose of testing the compatibility of the format to Contractor's systems."

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- 1.7.3** (Add) "The Architect reserves the right to strip the files of the Project's name and address, the Architect's and the Architect's consultant's name and address, and any professional licenses indicated on the Contract Documents, and all dimensions, verbiage, and statistical information. Use of these electronic documents is solely at the Contractor's risk, and shall in no way alter the Contractor's Contract for Construction."
- 1.7.4** (Add) "The Architect shall not be responsible or liable for errors, defects, inexactitudes, or anomalies in the data, information, or documents (including Drawings and Specifications) caused by the Architect's or its consultant's computer software or hardware defects or errors; the Architect's or its consultant's electronic or disk transmittal of data, information or documents; or the Architect's or its consultant's reformatting or automated conversion of data, information or documents electronically or disk transmitted from the Architect's consultants to the Architect. The Contractor waives all claims against the Architect, its employees, officers and consultants for any and all damages, losses, or expenses the Contractor incurs from such defects or errors in the electronic documents. Furthermore, the Contractor shall indemnify, defend, and hold harmless the Architect, and its consultants together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorney fees and litigation expenses) attributed to errors or defects in data, information or documents, including Drawings and Specifications, resulting from the Contractor's distribution of electronic documents to other contractors, persons, or entities."
- 1.8** **Building Information Models Use and Reliance**
Delete this section in its entirety.

ARTICLE 2: OWNER

2.3 Information and Services Required of the Owner

- 2.3.1** (Delete the text in this section and replace with the following) "Except for permits, fees, design review fees, inspections, meter costs, licensing, taxes, and other service fees that are assigned to the Contractor as enumerated in Section 3.7.1, the Owner shall secure and pay for any additional easements, assessments and charges not specifically assigned to the Contractor."
- 2.3.6** (Add the following text to the end of the section) "The cost of Contractor's reproductions shall be borne by the Contractor at no additional cost to the Owner."

2.4 Owner's Right to Stop the Work

Delete the word "repeatedly" from Section 2.4. (Add the following text to the end of the paragraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Section 12.2."

2.5 Owner's Right to Carry Out the Work

(Delete the text in this section and replace with the following) "If the Contractor defaults or neglects to carry out the Work, in any respect, in accordance with the Contract Documents by either (1) failing to commence to correct such default or neglect within 48 hours after receipt of written notice thereof from the Architect or the Owner, (except such period shall be 7 days if the notice is given after final payment), or (2) fails to use its best efforts to continue to correct such default or neglect to the satisfaction of the Owner and Architect, or (3) fails to fully correct such default or neglect within 30 days of such notice to the satisfaction of the Architect and the Owner, then the Owner may, upon written notice of the Contractor and without prejudice to the other remedies the Owner may have, carry out the Work referenced in the written notice to the Contractor; provided that if such default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. If the notice is given before final payment, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect, or failure and the Owner's administrative and legal expense, including the time of the Owner's personnel in dealing with such default. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."

ARTICLE 3: CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

3.5 Warranty

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

- .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
- .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in workmanship or materials.
- .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are intended.
- .4 The Work and materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- .6 All work performed under the terms of this contract will be guaranteed for a minimum period of one (1) year from the date of Substantial Completion.
- .7 Partial occupancy of the premises use of the equipment shall not constitute the beginning of the guarantee period(s), unless agreed to by the Owner in writing."

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

3.6 Taxes

3.6 (Delete the text in this section and replace with the following) "Materials purchased for use or consumption with the proposed work will be exempt from the State of Ohio Sales Tax as provided for in

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Section 5739.02 of the Revised code of Ohio and also from the State of Ohio Use Tax, Section 5741.01. Purchases by the Contractor of expendable items such as form lumber, tools, oils, grease, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Tax."

3.7 Permits, Fees, Notices and Compliance with Laws

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

3.7.4 Concealed or Unknown Conditions

Replace "14 days" with "7 days".

3.9 Superintendent

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

3.10 Contractor's Construction and Submittal Schedules

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

3.12 Shop Drawings, Product Data and Samples

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

3.18 Indemnification

3.18.1 (Delete the text in this section and replace with the following) "To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of them from and against claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees and the cost of their staff, arising out of or related to the performance of the Work, including but not limited to claims for bodily injury, sickness, disease or death, or to injury to or destruction of or loss of use of real or personal property, claims due to delays in or acceleration of the work of other Contractors, claims for loss of productivity, claims for additional storage and handling charges, claims for escalation of the cost of labor and materials, claims for home office overhead, liens against funds, and claims related to the removal, handling or use of hazardous materials. The Owner may set off an amount equal to the sums for which it is entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents. The time of the Owner's personnel in dealing with such default will be calculated at the rate of \$65.00 per hour."

3.18.3 (Add) "The Contractor will be held responsible for all damage to the Work under construction during the performance and until Substantial Completion and acceptance, even though partial payments have been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding, or

enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees. The Contractor covenants and agrees to pay all damages for injury to real or personal property or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees or any of his Subcontractors or their employees.”

3.19 (Add) “Underground Utility Facilities”

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

3.20 (Add) “Lien Waivers and Notices of Commencement”

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

ARTICLE 4: ARCHITECT

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

4.2.4 Delete the last sentence of this paragraph.

4.2.10 Add the following at the end of the last sentence: “as set forth in the Owner-Architect Agreement.”

ARTICLE 5: SUBCONTRACTORS

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

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

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

6.2.4 Delete the word . . . “wrongfully” . . . in this section.

ARTICLE 7: CHANGES IN THE WORK

- 7.2.2** (Add) "Change orders shall be executed on AIA Document G701-2017. Methods used in determining adjustments to the Contract Sum shall be those listed in Section 7.3.3."
- 7.3.5** (Revise the Section 7.3.5 to read as follows) . . . "If the Contractor disagrees with the adjustment in the Contract Sum or Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15."
- 7.3.8** (Revise the last sentence of Section 7.3.8 to read as follows) . . . "When both additions and deletions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any, with respect to that change."
- 7.3.15** (Add) "In order to facilitate review of quotations for additions or deducts, proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.2 Progress and Completion

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

8.3 Delays and Extensions of Time

- 8.3.1** (Delete the text in this paragraph and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by the, (1) Architect or the Owner, (2) physical damage to the Project over which the Contractor has no control, (3) labor disputes beyond the control of the Contractor, and (4) unusually severe weather conditions not reasonably anticipatable (temperature, rain, or other precipitation within a range of twenty percent of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather

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conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees to not make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."

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

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 Schedule of Values

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

9.3 Applications for Payment

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

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

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

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

- .1 A list of the fabricated materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
- .2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.
- .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the Work.
- .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as

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- additionally insured.
- .5 Evidence that the Architect has visited the Contractor's place of storage and checked all items on the Contractor's certificate. Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 - .6 Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.
 - .7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at his own expense.
 - .a Subsequent Applications for Payment shall itemize the materials and their cost which were approved on previous Applications for Payment and remain in off-site storage.
 - .8 Contractors Application for Payment shall reflect an equal percentage amount (within 2 - 3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns.
 - .9 If the Contractor disputes a determination by Architect with regard to Applications for Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to prosecute the Work."

9.8 Substantial Completion

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

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

9.8.4 (Add the following at the end of this section) "The Architect shall stipulate the time for the Contractor to complete all items on the list accompanying the Certificate of Substantial Completion, such time shall not be greater than the number of days in Section 01 10 00 and the Bid Form. The Contractor shall complete items on the list within the stipulated period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense."

9.8.6 (Add) "The Contractor shall guarantee all work performed under terms of this Contract for a minimum period of one (1) year from the date of Substantial Completion of the Work."

9.10 Final Completion and Final Payment

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

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706-1994 - Contractor's Affidavit of Payment of Debt and Claims.

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- .2 Release of liens as required under this Paragraph shall be in the form of AIA Document G706A-1994 - Contractor's Affidavit of Release of Liens.
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707-1994 - Consent of Surety to Final Payment.
- .4 Submit releases and final unconditional waivers of lien from major Subcontractor and supplier.
- .5 Submit certification stating that no materials containing asbestos were incorporated into the Work.
- .6 Submit certification that all punch list items have been completed."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

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

- “.4 Protect excavations, trenches, buildings, and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the Contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- .5 Provide protection for the Work against wind, storms, cold, or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify the Architect.
- .6 Provide shoring and bracing required for safety and for the proper execution of the Work and have same removed when the Work is completed.
- .7 Protect, maintain, and restore benchmarks, monuments, and other reference points affected by this work. If benchmarks, monuments, or other reference points are displaced or destroyed, the benchmarks, monuments, and/or reference points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work."

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

10.2.10 (Add) "The structure is designed to be self-supporting and stable after the Work is fully completed. Except as otherwise provided in Section 3.3.1 with respect to certain sequencing, it is solely the Contractor's responsibility to determine erection procedures and sequence, and to insure the safety of the building and its component parts during erection. This includes, but is not limited to, the addition of whatever temporary bracing, guys, or tie-downs might be necessary. Such material shall be removed and remain the Contractor's property after completion of the Work."

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

10.5 (Add) "Project Safety Program"

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

ARTICLE 11: INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

11.1.1 After the word "companies" in Line 4, add the following Phrase. . . "Rated A++, A+, A, or A- by Best's Insurance Reports and ". . .

11.1.1 (After the phrase "Contract Documents" in Line 6 add the following:)

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

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- a. Premises' Operations (including X, C, and U coverages as applicable)
 - b. Products and Completed Operations
 - c. Contractual - including specific provisions for the Contractor's obligations under Section 3.18
 - d. Any owned, non-owned, and hired motor vehicles
 - e. Broad Form Property Damage including Completed Operations
 - f. Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted
 - g. Stopgap liability for \$100,000.00 limit.
 - h. Umbrella Excess Liability. Minimum limit of \$2,000,000.00, except that if the initial Contract Sum is \$300,000 or less, the Contractor does not have to provide umbrella excess liability coverage.
 - i. An endorsement (CG2010) including the Owner as an additional insured.
- .2 The Contractor's Commercial Liability Insurance shall be written on an occurrence basis, if reasonable available. However, if the general liability coverages are provided by a Commercial Liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract; the termination date of the policy or applicable extended reporting period shall be no earlier than two years after the termination date of coverages required to be maintained after Final Payment, certified in accordance with Section 9.10.2.
- .3 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits."
- .4 "The insurance required by Section 11.1.1 shall be written for not less than the following, or as required by law, whichever is greater."
- “.1 Workers' Compensation:
- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability: Statutory
- .2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREIN ABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:
- a. \$1,000,000 single limit / \$2,000,000.00 aggregate limit.
- .3 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned, and hired automobiles used in connection with the Work, with the following minimum limits:
- a. Bodily injury (including death) and property damage with a combined single limit of \$1,000,000.00.
 - b. The Contractor shall maintain the foregoing coverage for not less than the duration of the warranty period. The foregoing policy limits may be provided in conjunction with an umbrella policy. The Contractor shall continue to provide evidence of coverage to the Owner on an annual basis during the aforementioned period."

.5 "The Contractor shall submit to the Architect a copy of Certificate of Insurance for the Architect's review and the Owner's approval prior to commencement of the Work, and thereafter upon renewal or replacement of each required policy of insurance. The form of certificate preferred is AIA Document G715, Supplemental Attachment for ACORD Certificate of Insurance. Certificates shall include each and every type of coverage specified. Such certificates shall name the Owner, the Architect, their respective board members, employees, agents, and consultants (and their consultants employees and agents) as additional insureds, and shall contain the following statement: It is hereby agreed that the Owner and the Architect will be notified 60 days prior to the cancellation of, expiration of, material alteration of, and/or the election not to renew any insurance policy evidenced by this certificate."

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

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

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- 11.1.2.1** (Add) "All performance bonds, if required, shall name the Owner as Obligee and shall include the following conditions:
- .1 Each selected Bidder shall provide a bond covering the faithful performance of the Contract. Bond shall be in the amount of 100% of the Principal's bid plus accepted alternates stated in dollars and cents. A percentage is NOT acceptable.
 - .2 For bidders who provided the Bid Guaranty and Contract Bond with their bid, their form of bond shall be the Bid Guaranty and Contract Bond as described in the Supplementary Instructions to Bidders. (Bid Guaranty and Contract Bond Form is attached).
 - .3 Bidders who provided a certified check, cashier's check, or irrevocable letter of credit as bid security shall furnish and pay for a Contract Bond in accordance with Ohio Revised Code Section 153.57. The Owner shall be named as Obligee on the Contract Bond.
 - .4 Contract Bond shall be supported by credentials showing the power of attorney for the attorney-in-fact of the Surety.
 - .5 The Bid Guaranty and Contract Bond and, if used, the Contract Bond, shall be signed by an authorized agent of an acceptable surety bonding company and by the bidder. The bond shall be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. Provide certification as described in the Instructions to Bidders. It is essential that the bond be issued by a surety company which can adequately demonstrate a record of competent underwriting, efficient management, adequate reserves, and soundness of investments.
 - .6 Bond(s) shall be executed on a form specifically meeting all provisions of the Ohio Revised Code Section 153.57 and others as applicable. Said conformance shall be specifically noted clearly on face of the bond.
 - .7 Furnish, along with the Bond, a Certificate of Compliance from the Ohio Department of Insurance certifying that the surety is authorized to transact business in the State of Ohio."

11.2 Owner's Insurance

- 11.2.1.1** (Add) "Unless specifically stated otherwise in the Agreement or other Contract Documents, the Owner shall maintain property insurance on the Project. The Owner also shall maintain all-risk "Builder's Risk" insurance, in an amount of 100 percent of the insurable value of the entire structure, on which the Work of this Contract is to be done, against "loss or damage." Such insurance shall be on the "estimated completed value form" including items of labor and materials connected therewith, including materials in place or stored on the site of the structure insured, which are to be used as part of the permanent construction including surplus materials, shanties, protective fences, or temporary structure, miscellaneous materials and supplies, incident to the work and such scaffolding, staging, towers, forms, and equipment as are now owned or rented by the Contractor, the cost of which is included in the cost of the Work. The policy shall insure the Owners and shall also include the interest of the Contractors during course of construction until completed and accepted by the Owners. The Owner will make the property insurance policy available for inspection and copying by the Contractor. This insurance is not intended to cover and will not cover machinery, tools, and equipment which will not be a permanent part of the Project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment. Any loss insured under Paragraph 11.2 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Owner, as trustee, will have the power to adjust and settle any loss with its insurers."
- 11.2.1.2** (Add:) "The above policies in Section 11.2 shall carry a deductible up to a maximum of \$5,000 and the deductible shall be paid for by the Contractor."
- 11.2.1.3** (Add) "The above policies in Section 11.2 shall name the following as additionally insured:
- .1 Architect, its employees, its consultants, and their employees."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.1 Before Or After Substantial Completion

(Rename Section heading and delete the text in this Section and replace with the following) "Within 48 hours after written notice from the Architect or the Owner (except such period shall be seven days when notice is given after Final Payment) that the Work does not conform to the Contract Documents, or immediately upon oral notice, if the non-conformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist, 1) shall commence

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to correct such non-conformance, 2) shall thereafter use its best efforts to correct such non-conformance to the satisfaction of the Architect and the Owner, and 3) except where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the non-conformance is eliminated to the satisfaction of the Architect, and the Owner within seven days of such notice. The Contractor shall bear all costs of correcting the non-conformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Section 12.2.1 may be given at any time. It is the intent that the obligations under this Section 12.2.1 shall continue to apply after Final Completion and Final Payment."

12.2.2 After Substantial Completion (Delete this heading and Section 12.2.2.1 in its entirety).

12.2.2.2 Renumber this section to 12.2.1.2.

12.2.2.3 Renumber this section to 12.2.1.3

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 Governing Law

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

13.4 Tests and Inspections

13.4.4 (Delete the text in this section and replace with the following) "Certificates of inspection, testing, or approval, as required by Sections 13.4.1 or 13.4.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.5 Interest (Delete this Paragraph in its entirety. References to Paragraph 13.5 elsewhere in the Contract Documents shall also be deleted).

13.6 (Add) "**Construction**"

13.6.1 (Add) "The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement."

13.7 (Add) "**Approvals**"

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

13.8 (Add) "**Partial Invalidity**"

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

13.9 (Add) "**Delinquent Personal Property Tax Affidavit**"

13.9.1 (Add) "The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein."

13.10 (Add) "**Entire Agreement**"

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

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

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

14.1 (Add) "**Default of the Contractor**"

14.1.1 (Add) "Events of Default: Each of the following constitutes an event of default of the Contractor:

- .1 The failure of the Contractor, (1) to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or (2) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, (3) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.
- .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."

14.1.2 (Add) "Owner's Remedies: Upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:

- .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
- .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum;
- .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;
- .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."

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

14.2 (Add) "**Default of the Owner**"

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

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

14.2.2 (Add) "Contractor's Remedies: Upon the occurrence of an event of default by the Owner, unless the Owner admits in writing that it is in default, except as expressly provided in the General Conditions or the Supplementary General Conditions of the Contract, the Contractor's sole and exclusive remedy will be to submit the dispute to the Architect for its decision under Article 4.2 of the General and Supplementary General Conditions of the Contract for the Project, and then provided the Contractor is entitled to do so under the terms of the Contract Documents to litigate the dispute. If the Owner admits in writing that it is in default, then the Contractor will be entitled to remedies which it would otherwise have at law or in equity."

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- 14.3** (Add) **“Termination for the Convenience of the Owner”**
- 14.3.1** (Add) “The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner’s convenience.”
- 14.3.2** (Add) “Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner’s convenience, the Contractor will (1) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (2) take reasonable and necessary action to protect and preserve the Work, and (3) unless otherwise directed by the Owner, terminate agreements with Subcontractors and suppliers.”
- 14.3.3** (Add) “If the Contract is terminated without cause and for the Owner’s convenience and there exists no event of the Contractor’s default, as defined in Section 14.1 of these Supplementary General Conditions, the Owner will pay the Contractor, (1) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, (2) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under Section 7.3.3, (3) for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under Section 7.3.3, (4) the reasonable and necessary costs of terminating the Contractor’s agreements with Subcontractors and suppliers, and other costs incurred by the Contractor directly as a result of the termination of the Contract.”
- 14.3.4** (Add) “If the Contract is terminated without cause and for the Owner’s convenience and there exists an event of the Contractor’s default, as defined in Section 14.2 of these Supplementary General Conditions, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under Section 14.2.”
- 14.3.5** (Add) “The termination of the Contract shall be with or without prejudice to rights or remedies which exist at the time of termination.”

ARTICLE 15: CLAIMS AND DISPUTES

15.1.6 Claims for Additional Time

- 15.1.6.1** (Delete the text in this paragraph and replace with the following) “If claims for additional time are submitted by the Contractor and are substantiated as per Contract requirements, a Change Order extending Contract Time only will be issued by the Architect. However, under no circumstances will the Contractor be entitled to any damages or additional compensation related to or for Contract Time extensions or delays.”
- 15.1.6.2** (Delete the text in this paragraph and replace with the following) “Claims for additional time based on adverse weather conditions will be considered only if the Contractor provides evidence that monthly precipitation and temperature averages vary significantly from those of the norm. The norm shall be defined as those monthly precipitation and temperature averages indicated by the National Oceanic and Atmospheric Administration averaged over the past 30 years, at the location closest to the site. Weather conditions will be considered for all months affecting the critical path, and determined once the critical path is no longer affected by weather conditions. Both, months with conditions better than the norm, and those with adverse conditions will be considered in summation of the delay. Notifications of delay to be in accord with related articles of General Conditions.”
- 15.2.6** (Delete this section in its entirety and replace with the following) “Either party may, within 30 days from the date of receipt of an initial decision, make a demand in writing for mediation. If such a demand is not made by either party with 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.”
- 15.2.6.1** Delete this section in its entirety.
- 15.4 Arbitration**
Delete Section 15.4 in its entirety. Arbitration is not applicable to this Project.

(Add) “ARTICLE 16: EQUAL OPPORTUNITY”

SUPPLEMENTARY GENERAL CONDITIONS

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16.1 (Add) **"Policies of Employment"**

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

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

END OF SECTION 00 73 01