

KARPINSKI ENGINEERING

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Columbus, OH 43240
(614) 430-9820

November 12, 2025

ADDENDUM NO. 1

to Drawings and Specifications for

**SUPREME COURT OF OHIO COOLING TOWER UPGRADE – JSC-250001
THE SUPREME COURT OF OHIO
65 S FRONT STREET
COLUMBUS, OH 43215**

To all Bidders:

This Addendum supplements and amends the original Bid Set Drawings and Specifications dated October 24, 2025, it shall be taken into account in preparing proposals and shall become a part of the Contract Documents.

GENERAL

1. ITEM NO. 1

- a. Document 00 52 00 – Agreement Form has been updated. See Synopsis of Selected Changes Dated 10/25 for additional information.
- b. Document 00 71 00 – GC Contracting Definitions has been updated. See Synopsis of Selected Changes Dated 10/25 for additional information.
- c. Document 00 72 23 – GC General Conditions has been updated. See Synopsis of Selected Changes Dated 10/25 for additional information.
- d. Document 00 73 00 – Supplementary Conditions has been updated to reflect correct Owner including other definitions. See Synopsis of Selected Changes Dated 10/25 for additional information.
- e. Standard Requirements for Public Facility Construction Contract Revisions (Dated 2025-Oct) Synopsis of Selected Changes

2. ITEM NO. 2

- a. Sheet H0-1 Equipment Schedules for Solids Separator, Cooling Tower, Freeze Protection Cabling and Variable Frequency Drives has added equivalent manufacturers from basis of design. Refer to remark on Equipment Schedules.
- b. Sheet H0-1 Cooling Tower Schedule clarified the maximum height to fan deck and safety rail.
- c. Specification 236000 Central Cooling Equipment Subsection 2.1.A is revised as follows: "Cooling Tower shall be induced-draft, cross-flow type of size and capacity scheduled on drawings. Acceptable manufacturers are Marley, BAC, EVAPCO".

- d. Specification 236000 Central Cooling Equipment Subsection 2.1.B is revised to include the following: "Maximum height – 9'-10" Top of Fan Deck and 13'-5" Top of Safety Rail.
 - e. Specification 230533 HVAC Freeze Protection Cable Subsection 2.1.F is revised as follows: "Manufacturers: Chromalox, Thermon-FLX, Tyco-Raychem".
3. **ITEM NO. 3**
- a. Specification 230300 HVAC Basic Materials and Methods Subsection 2.1 is revised to include the following: Epoxy Resin Coating shall be provided and applied to the equipment pad matching existing manufacturer coating product including finish and color. Product literature and color samples to be submitted for review by Owner and A/E.
4. **ITEM NO. 4**
- a. Specification 014000 Quality Control Services Subsection 1.03.C shall include and provides the following clarifications: Structural testing and special inspections are required by the State of Ohio. The Architect/Engineer (A/E) shall engage a qualified independent testing agency to conduct the structural testing and inspections. Structural observations performed by the A/E during construction are not special inspections services and do not waive the responsibilities of the inspections required of the Building Department Inspector or the Testing Agency. Observations by the A/E do not guarantee the Contractor's performance and shall not be considered as supervision of construction.
5. **ITEM NO. 5**
- a. Sheet S0-1 Structural Notes Plan Note 5 shall include and be clarified as follows:
All structural steel (New to New and New to Existing) shall be pre-drilled for all bolted connections. Coordinate areas or locations to be pre-drilled before removal and after removal of towers. Design intent is for all connections to be drilled and bolted.
 - b. Sheet S2-1 Attic Enlarge Framing Plan clarified Note to Contractor as follows: "Provide an allowance of up to 500 lbs of misc steel....(Plates, Angles, and Channels).
 - c. Sheet S4-1 Structural Sections corrected plan notes 5 and 6 numbering.
6. **ITEM NO. 6**
- a. Pre-bid Meeting Agenda and Sign-in Sheet.

END OF ADDENDUM

Document 00 52 00 - Agreement Form

State of Ohio Standard Requirements for Public Facility Construction

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

Project Number: JSC-250001
Project Name: Supreme Court of Ohio Cooling Tower Upgrade
Site Address: 65 South Front Street
Columbus, OH 43215
FranklinCounty

Owner: The Supreme Court of Ohio
Owner's Representative: Ryan Fahle
Address: 65 South Front Street
Columbus, OH 43215

Contracting Authority: Ohio Facilities Construction Commission
Project Manager: Ben Trick
Address: 30 West Spring St., 4th Floor
Columbus, OH 43215

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

Architect/Engineer ("A/E"): Karpinski Engineering
A/E's Principal Contact: Frank Eisenhower
Address: 8800 Lyra Drive, Ste 530
Columbus, OH 43240

ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

1.1 The Contractor shall perform and provide all of the Work described in the Contract. The project delivery method for this Project shall be thru Oaks CI.

1.2 The Contractor shall contract with EDGE-certified Business(es) for not less than 5% percent of the Contract Sum.

ARTICLE 2 - COMPENSATION

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

2.1.1 Base Bid:\$<Insert Base Bid Amount>

2.2 The funding for the Project, including funds retained from payments to the Contractor, will not accrue interest for the benefit of the Project or the Contractor.

ARTICLE 3 - CONTRACT TIMES

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

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Substantial Completion of all Work	261 days	10/23/26

3.1.1 The projected dates listed under “Projected Date (as of the date of this Agreement)” are **(1)** based upon an anticipated, but not guaranteed, Date of Commencement of February 4, 2026; and **(2)** provided only for convenient reference during consideration of the Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor’s key personnel for the Project are:

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

4.2 The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

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

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

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

5.1.3.1 If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

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

5.2 Representations.

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

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

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

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

5.2.5 The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

5.2.6 During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.

5.2.7 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

ARTICLE 6 - Enumeration of Documents

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions**, **General Conditions**, Supplementary Conditions if any, **Bid Form**, **Wage Rate Requirements**, **Bid Guaranty and Contract Bond** or **Performance and Payment Bond**, and Change Orders if any.

SIGNATURES

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

«INSERT CONTRACTOR'S NAME»

STATE OF OHIO

Signature

Signature

Printed Name

Printed Name

Title

Title

OWNER'S CONCURRENCE

by Ryan Fahle

OHIO ATTORNEY GENERAL

Approval as to Form

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

«INSERT CONTRACTOR’S NAME»

STATE OF OHIO
by Ben Trick

Signature

Signature

Printed Name

Printed Name

Title

Title

OWNER’S CONCURRENCE
by Ohio Facilities Construction Commission

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

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

State of Ohio Standard Requirements for Public Facility Construction

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

Bid	A written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State's electronic bidding application pursuant to OAC Section 153:1-8-01.
Bidder	A Person that submitted a Bid.
Bidding Documents	The advertisement or invitation to bid; instructions to bidders; Bid Guaranty; Bid Form with any supplements; and the proposed Contract Documents (including all Addenda).
Bid Form	A form furnished by the Contracting Authority with the proposed Contract Documents that are to be completed, signed, and submitted containing the Bidder's Bid.
Bid Guaranty	A bid bond or other instrument of security authorized by ORC Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.
BIM	See "Building Information Model."
Bond	A performance and payment bond in the format specified by ORC Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.
Building Information Model	A digital representation of physical and functional characteristics of a facility; a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle, which is defined as existing from earliest conception to demolition; electronic files used to design and coordinate the Project; and may be used to describe a single model or multiple models used in the aggregate.
Certificate of Contract Completion	A form used to document that the Contractor's achievement of Contract Completion. This form may also be used to document partial Contract Completion.
Certificate of Substantial Completion	A form used to document (1) that the Contractor has achieved Substantial Completion of the Work or a designated portion of the Work for which the Contracting Authority and the Owner have agreed to take Partial Occupancy, and (2) the date on which the associated Substantial Completion of the Work was achieved.
Change Directive	A written order prepared by the A/E and executed by the Contracting Authority and Owner that directs a change in the Work or the performance of disputed Work as described in the General Conditions.
Change Order	A document recommended by the A/E and executed by the Contracting Authority, Owner, and Contractor that modifies the Contract.
Change Request	A written request from the Contractor accompanied by a Proposal seeking an adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Claim	A demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.
Commission	See "Ohio Facilities Construction Commission."
Commissioning Agent	The Person identified by the Contracting Authority who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process for the Project.

Commissioning Plan	A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process.
Commissioning Process	A quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that the facility and all of its systems are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements
Commissioning Report	A document that records the activities and results of the Commissioning Process. The Commissioning Report is developed from the final Commissioning Plan with its attached appendices.
Conformed Documents	Contract Documents with all Addenda items and accepted Alternates incorporated by the A/E, published, and issued to a successful Bidder for its use during performance of the Contract. The Conformed Documents are furnished solely for the Contractor's convenience. In the event of any conflict between the Contract Documents modified by Addenda and the Conformed Documents, the Contract Documents take precedence.
Construction Budget	The budget for Construction Cost.
Construction Cost	The total cost for the Contractor's performance of the Work including all elements of the Project designed or specified by the A/E (at current market rates of labor and materials). Construction Cost does not include the following: A/E fees, the cost of the land, right-of-way acquisition costs, financing costs, or Owner's contingencies.
Construction Progress Schedule	The critical path schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; the interrelationship between the activities of the Contractor, Subcontractors, A/E, Contracting Authority, and Owner; and the Contractor's resource and cost loading information; as periodically updated during the performance of the Work.
Contract	The state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents
Contract Completion	The stage in the progress of the Work when the Work is completed in accordance with the terms of the Contract Documents including but not limited to (1) all governmental authorities have given final, written approval of the Work, (2) a final unconditional certificate of occupancy has been granted or certificate of completion (as appropriate) and issued to the Owner by the appropriate governmental authorities, (3) the Contractor's Work is 100 percent complete, and (4) all Punch List items have been completed or corrected, and (5) the Contractor has complied with conditions precedent to final payment and release of retained funds. Contract Completion may apply to a single Phase of a multi-Phase Project without applying to one or more other Phases of the same Project or to the Project as a whole.

Contract Documents	Collectively, the documents that constitute the substance of the Contract including Drawings, Specifications, Addenda if any, Project Manual, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rate Requirements; and the executed Agreement, Bid Guaranty and Contract Bond, and Modifications if any. Notwithstanding the foregoing sentence, the Contract Documents do not include the advertisement or invitation to bid, instructions to bidders, sample forms, other procurement-related documents or information furnished by the Contracting Authority or Owner in anticipation of receiving Bids, the Contractor's Bid, or portions of Addenda relating to bidding requirements except to the extent specifically incorporated into the Contract Documents.
Contract Sum	The amount stipulated as such in the Agreement. The Contract Sum is the Contractor's entire compensation for the Contractor's proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.
Contract Times	The periods stipulated in the Agreement for the achievement of associated Milestones, in consecutive days, beginning on the Date of Commencement established by the Notice to Proceed, including adjustments as provided in the Contract.
Contracting Authority	The party identified as such in the Agreement, which may be the Ohio Facilities Construction Commission; an agency of the state of Ohio; an Institution of Higher Education or division thereof; a School District Board; or the legislative body of a political subdivision.
Contractor	The party identified as such in the Agreement. If the Contractor is a joint venture or special purpose entity, each joint venturer and each member (as applicable) is individually, jointly, and severally obligated under the Contract.
Contractor's Documents	All Project-related documents, including those in electronic form, prepared by the Contractor and its Subcontractors.
Contractor's Fee	The portion of the Contract Sum attributable to the aggregate of the Contractor's Overhead and profit related to the Contractor's proper, timely, and complete performance of the Work.
Contractor Payment Request	The form furnished by the Commission that is to be used by the Contractor in requesting payments and which, when submitted by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
Contractor's Punch List	A document prepared by the Contractor that consists of a list of items of Work to be completed or corrected by the Contractor as a condition precedent to Contract Completion.
Coordination Drawings	Drawings and Electronic Files prepared by the Contractor and Subcontractors to demonstrate how multiple-system and interdisciplinary work will be coordinated. Clash reports generated by BIM authoring software may be included in the Coordination Drawing submittals if applicable.
Correction Period	A period of one year commencing on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy.
CxA	See "Commissioning Agent."
Date of Commencement	The date established in a Notice to Proceed issued by the Contracting Authority to the Contractor to mark the start of the Work and the beginning of the running of the Contract Times.

day	A calendar day of 24 hours measured from midnight to midnight, unless otherwise expressly specified to mean a business day.
Defective Work	Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test, or approval; or has been damaged prior to the A/E's recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials, or equipment during the period of any warranty or guarantee.
Delegated Design	A form of collaboration between the A/E and the Contractor whereby (1) the A/E defines the performance and design criteria for specifically identified systems, materials, equipment, or details included in the Work; and (2) the Contractor provides the detailed design of those identified systems, materials, equipment, or details; which responsibility may require the Contractor to engage a licensed design professional to perform the related services. The items and scope of Delegated Design included in the Work are subject to the Contracting Authority's approval and may include, but is not limited to, structural steel elements and connections, precast concrete systems, curtain wall systems, metal panel facades, waterproofing systems, roofing systems, mechanical systems, and fire protection systems.
Differing Site Condition	Either (1) a subsurface or otherwise concealed physical condition encountered at the Site that differs materially from the conditions indicated in the Contract Documents or (2) an unknown physical condition of an unusual nature encountered at the Site that differs materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents.
Drawings	Graphic portions of the Contract Documents showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.
Electronic File	Information maintained in a computer system or format that is intended to facilitate a Person's use and manipulation of the information including but not limited to Word, Excel, PDF, Primavera, CAD, and BIM files all in their native format.
Enclosure, Permanent	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and permanent windows and entrances are in place.
Enclosure, Temporary	The condition in which the permanent exterior walls and roofs are in place, insulated and weathertight, and windows and entrances are provided with suitable temporary enclosures.
Estimated Construction Cost	The sum of the estimated Construction Cost amount(s) (including Base Bid and Alternates) published in the bidding documents, as modified by Addenda, for a Phase of the Project.
Extra Materials	Materials required by the Contract Documents that are not incorporated into the Project but are given to the Owner to be used for future maintenance or repairs.
Fee	See "Contractor's Fee."
Field Meeting	A meeting between the Contracting Authority, Owner, and Contractor to review and endeavor to resolve a Change Directive, Change Request, or other matter.
Final Inspection	The final review of the Work by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
furnish	Supply and deliver to the Site, or other specified location, ready for installation.

General Conditions	The State's Standard General Conditions in effect as of the date of the Agreement.
General Conditions Costs	General Conditions Costs include only the Contractor's costs to provide the general conditions Work including without limitation the costs of all of the following Site-related items: scheduling and coordinating the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, and pre-approved travel, lodging, and parking costs. General Conditions Costs also include (1) Bond premiums; (2) premiums for subcontractor default insurance to the extent incurred on account of Subcontractors enrolled for the Project; and (3) premiums for builder's risk insurance if the Contractor is required to provide the builder's risk insurance described in the General Conditions (premiums for "difference in conditions" insurance coverage are included in Overhead and are not included in General Conditions Costs).
Hazardous Materials	Any material, substance, pollutant, or contaminant that is defined, regulated, referenced, or classified in the Comprehensive Environmental Response, Compensation and Liability Act, Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, Clean Air Act, Hazardous Materials Transportation Uniform Safety Act, Toxic Substances Control Act, or any other Applicable Law relating to any hazardous, toxic, or dangerous waste, substance, or material. Any substance or material that, after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will, or may reasonably be anticipated to, cause death, disease, behavior abnormalities, cancer or genetic abnormalities and specifically includes but is not limited to asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.
Indemnified Parties	The State, Contracting Authority, Owner, A/E, other Separate Consultants, and their respective officials, officers, consultants, agents, representatives, and employees, in both individual and official capacities.
install	Put into use or place in final position, complete and ready for intended service or use.
Institutional Designee	The party identified in the Agreement empowered with a level of authority similar to the Executive Director of the Commission, which may be the university architect or engineer, director of capital facilities, or an institution vice president.
Institution of Higher Education	Any state institution of higher education as defined in ORC Section 3345.011, including any state university or college, community college, state community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
Legal Holiday	Legal Holidays are as follows: (1) New Year's Day – First Day in January; (2) Martin Luther King Jr. Day – Third Monday in January; (3) Washington-Lincoln (President's) Day – Third Monday in February; (4) Memorial Day – Last Monday in May; (5) Juneteenth National Independence Day (Juneteenth) – Nineteenth day of June; (6) Independence Day – Fourth day of July; (7) Labor Day – First Monday in September; (8) Columbus Day – Second Monday in October; (9) Veterans' Day – Eleventh Day of November; (10) Thanksgiving Day – Fourth Thursday of November; and (11) Christmas Day – Twenty-fifth day of December. If a Legal Holiday falls on a Saturday, it is observed on the preceding Friday. If a Legal Holiday falls on a Sunday, it is observed on the following Monday.

Liquidated Damages	A sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
Material Supplier	A Person under a contract with the Contractor to furnish materials or supplies in furtherance of the Work, including all such Persons in any tier. Material Supplier does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
mediation	A voluntary process in which a neutral third party meets with the parties who have a disagreement or dispute and attempts to facilitate a mutually satisfactory resolution.
Milestone	A principal event specified in the Contract relating to a completion date or time.
Modification	A (1) written amendment to the Contract signed by both parties, (2) Change Order, (3) Change Directive, or (4) an order for a minor change in the Work.
negotiation	A form of Alternative Dispute Resolution in which all parties involved are represented by those invested with the authority to agree to a determination of an adjustment in the Contract Sum, Contract Times, or both.
Neutral Facilitator	A nonpartisan third-party without decision-making authority who is engaged to assist the Project's key stakeholders in developing cooperative relationships, achieving project objectives, avoiding or minimizing disputes, and nurturing a more-collaborative ethic characterized by trust, cooperation, and teamwork.
Notice of Commencement	A notice prepared by the Contracting Authority identifying the Project, the Contractors, the Surety for each Contractor, and the name of the Contracting Authority's representative upon whom a claim affidavit may be served.
Notice of Intent to Award	A written notice provided by the Contracting Authority to the apparent successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of a Contract within the time specified, the Contracting Authority intends to execute a Contract with the Bidder.
Notice to Proceed	A written notice provided by the Contracting Authority to the Contractor to establish the Date of Commencement and to authorize the Contractor to proceed with the Work.
OAC	Ohio Administrative Code
Ohio Facilities Construction Commission	The authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.
ORC	Ohio Revised Code.

Overhead	The term “Overhead” includes all of the following costs: (1) home-office payroll, which includes: payroll costs and all other compensation (including without limitation membership in trade, business, or professional organizations; professional licenses; training; and bonuses or similar plans/arrangements related to performance on, or profit from, the Project) of the Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor in the Contractor’s principal or a branch office (not including the Contractor’s Site office) for general administration of the Work; (2) home-office expenses, which include (except where specifically allowed as a General Conditions Cost): all expenses of the Contractor’s principal and branch offices including without limitation home-office telephone, telephone charges, computers, fax, postage, photos, copies, legal services, and accounting services; (3) all of the Contractor’s capital expenses, including without limitation interest on the Contractor’s capital employed for the Work and charges against the Contractor for delinquent payments; (4) all costs due to the negligence or breach of contract of the Contractor, a Subcontractor, or anyone for whom they may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property; (5) all costs related to insurance provided by the Contractor, whether required under the Contract or not, except (a) premiums for subcontractor default insurance in the Construction Stage if those insurance premiums are included as a General Conditions Cost and (b) premiums for builder’s risk insurance if the Contractor is required to provide the builder’s risk insurance described in the General Conditions (premiums for “difference in conditions” insurance coverage are included in Overhead); (6) all travel, lodging, and parking costs, except where specifically allowed as a pre-approved General Conditions Cost; (7) all applicable taxes of every kind (including but not limited to commercial activity tax (“CAT”)) except where otherwise specifically allowed; (8) all other overhead or general administrative expenses of any kind and any cost not specifically allowed as a separately recoverable cost of the Work in the Construction Stage.
Owner	The state of Ohio agency, Institution of Higher Education or division thereof, School District Board, or other instrumentality for whom the Project is being constructed.
Owner’s Project Requirements	A written document that details the functional requirements of the Project and the expectations of how it will be used and operated. These requirements include project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
Partial Occupancy	The condition that occurs when the Owner occupies or uses a portion of the Project prior to Contract Completion, partial occupancy is approved by authorities with jurisdiction over the Project and the insurer(s) providing the builders risk insurance, and items of Work cannot be completed until a subsequent date.
partnering	A voluntary dispute prevention process involving team building activities to help define common goals, improve communication, and foster a problem-solving attitude among a group of contracting parties that must work together throughout Contract performance to be less adversarial and more cooperative.
Payment Request	See “Contractor Payment Request.”
Person	An individual, corporation, business trust, estate, partnership, association, or other public or private entity.
Phase	A separation in the Work of the Project by sequence or time intervals, as defined in the Agreement (e.g., in a multiple-site or multiple-building Project, each site or building may be identified as a separate “Phase”). Each Phase may include different Subcontractors.

Product Data	Manufacturer's standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
Progress Status Report	A monthly progress report prepared by the Contractor and containing the following information for each Phase of the Work: (1) the updated Construction Progress Schedule; (2) progress photos; (3) an executive summary; (4) a discussion of pending items and existing or anticipated problems and status of RFIs; (5) a safety and accident report; (6) information on each Subcontractor and each Subcontractor's work as well as the entire Work, showing percentages of completion and the number and amounts of Change Orders and Change Directives and relating such information to the Construction Progress Schedule and the Contract Sum; (7) a list of all identified Claims, any threatened claims and issues that, in the reasonable judgment of Contractor, may potentially become Claims and any potential Change Orders that have been submitted to the Owner by the Contractor; (8) information on compliance with the EDGE participation goals established for the Project; (9) status of compliance with required LEED components, if applicable; and (10) such other relevant information as may be reasonably required by the Owner from time to time.
Project	The public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
Project Manager	A permanent employee of the Contracting Authority assigned to the Project and authorized to perform specific responsibilities.
Project Manual	That part of Contract Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
Proposal	The offer of a Contractor to perform the Work set forth in a Change Request or Proposal Request.
Proposal Request	A document issued after execution of the Contract requesting a Proposal from the Contractor(s), which may initiate a Change Order to modify the Contract.
provide	Furnish and install, complete and ready for intended use.
Punch List	A document listing items of Work requiring correction or completion by the Contractor as a condition precedent to Contract Completion.
Punch List Milestone	The date 30 days after the achievement of Substantial Completion of all or a portion of the Work.
Record Documents	Electronic files and printed documents of all nature prepared by the A/E, which incorporate the information shown on the Contractor's As-Built Documents. They consist of the "Record Drawings" and "Record Project Manual," Certificate of Substantial Completion, Certificate of Contract Completion (as complete), manufacturers' warranties, certificate(s) of occupancy or completion (as appropriate), approved shop drawings and other action submittals, responses to Requests for Information, Addenda, Modifications, balancing reports, and the final version of the approved Construction Progress Schedule.
Record Drawings	The Drawings, which have been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.
Record Model	The Building Information Model, which has been revised by the A/E to show the changes made during the construction process, conformed to represent the Work as executed by the Contractor.

Record Project Manual	The Project Manual of the Contract Documents, which has been revised by the A/E to show the changes made during the construction process, based on the As-Built Project Manual furnished by the Contractor.
Request for Information	A written request to the A/E seeking an interpretation or clarification of the Contract Documents.
RFI	See “Request for Information.”
Samples	Physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
Schedule of Values	A full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
School District	A local, exempted village, or city school district as defined in ORC Chapter 3311, or a joint vocational school established pursuant to ORC Section 3311.18, performing essential governmental functions of state government pursuant to ORC Sections 3318.01 to 3318.20.
School District Board	The board of education of a School District.
Separate Consultant.	A Person engaged by the Owner or Contracting Authority to provide Project-related professional services other than the services under this Contract. The term includes the Separate Consultant’s authorized representatives, successors, assigns, and subconsultants regardless of tier.
Separate Contract	The contract between the Owner or Contracting Authority and a Separate Consultant or a Separate Contractor.
Separate Contractor	A Person under contract with the Owner or Contracting Authority to provide Project-related work other than the Work under this Contract. The term includes the Separate Contractor’s authorized representatives, successors, assigns, and subcontractors regardless of tier.
Shop Drawings	Drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents.
Site	The location designated for the Project.
Specifications	Those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements, included in Divisions 01 through 49, for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
Stage	A distinct period in the life cycle of a facility from concept through construction, to use and deconstruction or demolition. Typical Stages include Program Verification, Schematic Design, Design Development, Construction Documents, Bidding and Award stages; and the Construction Stage, which includes Construction and Closeout activities.
Standard Requirements	The brief name of the “State of Ohio Standard Requirements for Public Facility Construction,” including but not limited to General Conditions, and other Division 00 Documents and Division 01 Sections; in effect as of date of the Agreement.

State	The government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, or any state institution of higher education as defined in ORC Section 3345.011.
Subcontract	Any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.
Subcontract Form	The State of Ohio Subcontract Form prescribed by OAC Section 153:1-3-02 and required for use with the General Contracting method of project delivery.
Subcontractor	A Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes Material Suppliers, but does not include any Separate Contractor unless expressly assigned in writing to the Contractor by the Owner and accepted by the Contractor.
Substantial Completion	The stage in the progress of the Work when the Work (or designated portion of the Work for which the Contracting Authority and Owner have agreed to take Partial Occupancy) is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy, partial certificate of occupancy, certificate of completion, or partial certificate of completion (as applicable) to the Owner by the appropriate governmental authorities is a condition precedent to the achievement of Substantial Completion.
Substantially Complete	See "Substantial Completion."
Substitution	An article, device, material, equipment, form of construction, or other item, proposed by a prospective Bidder prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a Basis of Design or Acceptable Component specified in the proposed Contract Documents.
Supplementary Conditions	Amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project, which may include provisions regarding the assignment of responsibility for refuse removal, safety and security precautions and programs, temporary Project facilities and utilities, weather and fire protection, scaffolding and equipment, materials and services to be used commonly by the Contractor and Subcontractors and requiring the Contractor to provide assistance in the utilization of any applicable equipment system, preparation of operation and maintenance manuals, and training of Owner personnel for operation and maintenance of the Project. The General Conditions shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Commission.
Supplementary Instructions	Amendments to the Instructions to Bidders, issued as a separate document, which describe instructions unique to a particular Owner or Project. The Instructions to Bidders shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Instructions prepared by the Contracting Authority and approved by the Commission.
Surety	A Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable.
Systems Manual	A system focused composite document that includes the operation manual, maintenance manual, and additional information of use to the Owner after they begin using the facility.
Unit Price	The cost of providing a unit of Work including labor, materials, services, and associated expenses. Unit Prices include the Contractor's Fee on account of the associated Unit Price Work.

Work The labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project. The furnishing of all material, labor, detailing, layout, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items reasonably necessary for the full and proper performance and completion of the requirements of the Project as set forth in the Contract Documents, and items reasonably inferable therefrom and consistent therewith for the proper execution and completion of the construction and other services required by the Contract Documents, whether provided or to be provided by the Contractor or a Subcontractor, or any other entity for whom the Contractor is responsible, and whether or not performed or located on or off of the Site.

Work Day Any day **(1)** that is not a Sunday or Legal Holiday (except as further provided in this paragraph); and **(2)** on which the Contractor performs Work or intends to perform Work as evidenced by the contemporaneous Construction Progress Schedule. Sundays and Legal Holidays are not Work Days unless **(1)** identified as such in the contemporaneous Construction Progress Schedule or **(2)** the Contractor provides 48-hours' advance notice to the Owner scheduling those days as Work Days.

END OF DOCUMENT

Document 00 72 13 - General Conditions (General Contracting Project)

State of Ohio Standard Requirements for Public Facility Construction

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ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

1.1 Nondiscrimination

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

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

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

1.1.1.2 The Contractor shall cooperate fully with the State's Equal Opportunity Coordinator ("EOC"), with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Contract.

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

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

1.1.2 Hiring Under State Public Improvement Contracts.

1.1.2.1 Any provision of a hiring hall contract or agreement which obligates the Contractor to hire, if available, only employees referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless at the date of execution of the hiring hall contract or agreement, or within 30 days thereafter, the labor organization has procedures in effect for referring qualified employees for hire without regard to race, color, religion, national origin, military status as defined in ORC Section 4112.01, or ancestry and unless the labor organization includes in its apprentice and

journeyman's membership, or otherwise has available for job referral without discrimination, qualified employees, both whites and non-whites (including African-Americans).

1.2 Prevailing Wages

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

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

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

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

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

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

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

1.3 Royalties and Patents

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

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

1.4 Assignment of Antitrust Claims

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

1.5 Use of Domestic Steel

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

1.5.2 The Contractor and Subcontractors shall comply with ORC Section 153.011 regarding the use of domestically produced steel products for load bearing structural purposes on all projects funded in whole or in part with State funds. Copies of ORC Section 153.011 may be obtained from the Ohio Facilities Construction Commission or downloaded at <http://codes.ohio.gov/orc/153.011v1>.

1.6 Drug Free Safety Program Participation

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

1.6.2 As required under ORC Section 153.03(E):

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

1.6.2.2 "Each subcontractor shall require all lower-tier subcontractors with whom the subcontractor is in contract for the public improvement to be enrolled in and be in good standing in the Bureau of Workers' Compensation's Drug-Free Workplace Program or a comparable program approved by the Bureau that meets the requirements specified in

section 153.03 of the Revised Code prior to a lower-tier subcontractor providing labor at the project site of the public improvement.”

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

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

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

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

1.7 Use of Project Management Software

1.7.1 If the Contracting Authority decides, in its sole discretion, to use project management software for the Project, the Contractor shall use that software for all compatible services required under this Contract.

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

1.8 EDGE Participation and Reporting

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

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

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

1.8.1.3 The Contractor shall include in the reporting only those expenditures to EDGE-certified Businesses that perform a commercially useful function as described in the OAC.

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

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

- .1 the name of each EDGE-certified Business;
- .2 the federal tax identification number of each EDGE-certified Business;
- .3 the date of the EDGE-certified Business contract, Subcontract, or purchase order;
- .4 the projected and actual start and end dates of the EDGE-certified Business contract, Subcontract, or purchase order;
- .5 the original amount of the EDGE-certified Business contract, Subcontract, or purchase order with the Contractor;
- .6 the current amount of the EDGE-certified Business contract, Subcontract, or purchase order;

- .7 the amount invoiced to date;
- .8 the amount paid to date;
- .9 the status of the EDGE-certified Business contract, Subcontract, or purchase order (active, complete, or void); and
- .10 a statement describing any substantive product or performance deficiencies.

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

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

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

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

1.8.4.1 Failure to timely submit EDGE Participation Reports may result in withholding payment in accordance with **Section 9.8**.

1.8.5 The Contractor shall cooperate fully with requests for additional EDGE information and documentation from the Ohio Department of Development or Contracting Authority.

1.9 Owner Work Rules

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

1.10 Emergency

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

1.10.2 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of its actions in response to an emergency, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**; and **(2)** within the time period required under **Section 7.6**, which begins to run on the day that the emergency began.

1.11 Contractor's Standard of Care

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

1.12 Limit of Contractor's Responsibility

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

1.13 Sustainability Requirements

1.13.1 This Project shall be designed and constructed in accordance with the requirements, rules, policies, and procedures adopted by the Ohio Facilities Construction Commission establishing Sustainability Requirements for Capital Improvements Projects, including but not limited to the applicable provisions of OAC 3318-3.

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

ARTICLE 2 - STATE'S RIGHTS AND RESPONSIBILITIES**2.1 Contracting Authority**

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

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

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

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

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

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

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

2.2 Owner

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

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

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

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

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

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

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

2.3 Approval of Owner, Contracting Authority, and State

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

2.4 Neutral Facilitation

2.4.1 The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of **(1)** building cooperative relationships among the Project participants to achieve discrete objectives; **(2)** encouraging educated, productive, and expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

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

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

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

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

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

2.5 Contractor Performance Evaluation

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

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

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

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

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

ARTICLE 3 - A/E'S RESPONSIBILITIES

3.1 The A/E's Contract Administration Duties

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

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

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

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

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

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

3.2 Site Visits and Observation

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

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

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

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

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

3.3 Testing and Inspection Services

3.3.1 Unless otherwise specified in the Contract Documents, the A/E, directly or through a consultant, shall manage, apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law. The Contractor shall coordinate with the A/E and cooperate in the A/E's effort to complete the testing and inspection services required in this **Section 3.3**

3.4 Approval of A/E

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

3.5 Limitation of A/E's Authority

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

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

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

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

3.5.1.4 assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

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

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

4.1.3 After receiving the **Subcontractor and Material Supplier Declaration** form, the A/E shall verify that it is complete and deliver it to the Contracting Authority and Owner. If the A/E finds the form incomplete, the A/E shall return it to the Contractor and identify the incomplete information. If the A/E returns such incomplete forms to the Contractor, the Contractor shall resubmit the forms with revisions complying with the corrective action identified by the A/E.

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

4.1.5 No less than ten days before Work is to be performed by the Subcontractor, or within a shorter period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the Contracting Authority and A/E a complete copy of the executed Subcontract between the Contractor and Subcontractor. After receiving the Subcontract,

the A/E shall verify that it is complete and deliver it to the Contracting Authority. If the A/E finds the Subcontract incomplete, the A/E shall return it to the Contractor and identify the incomplete information.

4.2 Form of Subcontract

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

4.3 Replacement of Subcontractors

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

4.4 Contractor's Responsibility

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

4.4.1.1 The Contractor is fully responsible for any delay, interference, disruption, or hindrance attributable to its Subcontractors.

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

4.4.1.3 The Contractor shall bind its Subcontractors to the terms of the Contract Documents, so far as applicable to the Work of the Subcontractor.

4.4.1.4 The Contractor shall not agree to any provision, which seeks to bind the State to terms inconsistent with or at variance from the Contract Documents.

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

4.5 Contingent Assignment of Subcontracts

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

4.5.1.1 If the Contracting Authority terminates the Contract in part, the Contracting Authority may **(1)** take assignment of any entire Subcontract affected by the termination or **(2)** take partial assignment of only the portion of any Subcontract associated with the terminated part of the Contract.

4.6 Prompt Payment

4.6.1 The Contractor shall make payments to Subcontractors in accordance with Applicable Law, including ORC Sections 153.12 and 4113.61.

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

ARTICLE 5 - PRECONSTRUCTION ACTIVITIES

5.1 Neutral Facilitation

5.1.1 The Contracting Authority or Owner may engage a Neutral Facilitator for the purposes of **(1)** building cooperative relationships among the Project participants to achieve discrete objectives; **(2)** encouraging educated, productive, and expedited attempts to avoid, minimize, and resolve disputes; and **(3)** maximizing the effectiveness of each participant's resources.

5.1.1.1 For example, a Neutral Facilitator may facilitate a preconstruction organizational meeting, a partnering session, or efforts to resolve disputes throughout the Project, all of which the Contractor shall participate in at the Contracting Authority's request. The Contractor's compensation for participating in those meetings, sessions,

efforts, and related activities is included in the Contract Sum, and the Contractor will not be entitled to an increase of the Contract Sum for participating as requested.

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

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

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

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

5.2 Building and Trade Permits and Licenses

5.2.1 Plan Approval.

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

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

- .1** The Contractor shall pay for any reinspections required as a result of the Contractor's failure to receive approval of its Work, unless the reinspection is required because the design does not comply with Applicable Law.

5.2.2 Trade Permits and Licenses.

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

5.2.3 Local Permits.

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

5.2.4 National Pollutant Discharge Elimination System ("NPDES") Storm Water General Permit.

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

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

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

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

6.1.1 The Construction Stage will start and the Contract Times will begin to run on the Date of Commencement established in a Notice to Proceed, which the Contracting Authority will issue to the Contractor. The date on which the Contracting Authority issues the Notice to Proceed **(1)** is not relevant to the running of the Contract Times, and **(2)** may differ from Date of Commencement. Unless the Contracting Authority agrees otherwise in writing, the Contractor shall begin to perform the Work within seven days after the Date of Commencement and thereafter diligently prosecute the Work. The Construction Stage terminates upon Contract Completion.

6.2 Contractor's General Responsibilities

6.2.1 The Contractor shall (1) maintain a competent, full-time staff at the Site at all times that Work is in preparation or progress on the Project, (2) shall supervise the Work; (3) establish and implement on-Site organization and authority so that the Work is accomplished in conformance with the Project Schedule; and (4) complete portions of the Work in the sequence and time in the Construction Progress Schedule.

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

6.2.3 The Contractor shall afford every Separate Consultant and Separate Contractor proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of their services and work.

6.2.4 If the Contractor damages the property or work of any Separate Consultant or Separate Contractor, or by failure to perform the Work with due diligence, delays, interferes with, hinders, or disrupts the services of any Separate Consultant or the work of any Separate Contractor who suffers additional expense and damage as a result, the Contractor is responsible for that damage, injury, or expense.

6.2.5 The intent of Sections 6.2.2 through 6.2.4 is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor's obligations under the Contract.

6.2.6 If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor shall inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor's failure to report before starting the affected part of its Work will constitute an acceptance of the other work and services as fit and proper for integration with the Contractor's Work except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Contractor's inspection.

6.2.7 The Contractor shall not delay the Work on account of any claim, dispute, or action between the Contractor and a Separate Consultant or Separate Contractor.

6.2.8 The Contractor shall develop and keep current the Construction Progress Schedule in accordance with Section 6.5, and prepare and keep current a schedule of submittals that is coordinated with the Construction Progress Schedule, for the A/E and Contracting Authority's acceptance.

6.2.9 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by Section 6.5.6.

6.2.10 The Contractor shall establish the Project's regular working hours, subject to approval by the A/E and the Owner.

6.2.11 The Contractor shall coordinate the Work with the activities and responsibilities of the A/E, Owner, and Contracting Authority to complete the Project in accordance with the Contract Documents.

6.2.12 In the event of default of the Contractor, the Contractor shall cooperate with the A/E, Owner, Contracting Authority, and Contractor's Surety to achieve the Substantial Completion date and Contract Completion.

6.2.13 The Contractor shall remove all snow and ice as may be required for reasonably safe access to the Project including, but not limited to, building entries, driveways, parking lots, and sidewalks.

6.2.14 The Contractor shall keep a daily log containing a record of weather, number of workers on Site, identification of equipment, Work accomplished, problems encountered, and other similar relevant data.

6.3 Construction Procedures

6.3.1 The Contractor is solely responsible for and has control over all construction means, methods, manners, techniques, sequences, and procedures, for safety precautions and programs in connection with the Work, and for coordinating all portions of the Work.

6.3.1.1 If the Contract Documents give instructions that affect construction means, methods, manners, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of them and, except as stated below, shall

be fully and solely responsible for the jobsite safety of the means, methods, manners, techniques, sequences, or procedures.

6.3.1.2 If the Contractor determines that the means, methods, manners, techniques, sequences, or procedures specified in the Contract Documents may not be safe, the Contractor shall give timely written notice to the A/E, Owner, and Contracting Authority. The Contractor shall not proceed with that portion of the Work without further written instructions from the A/E. Any modification of the Contract shall be in accordance with **Article 7**.

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

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

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

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

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

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

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

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

6.4 Construction Supervision

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

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

6.4.3 Within ten days after the Date of Commencement, the Contractor shall submit to the Contracting Authority an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references. Upon receiving a request from the Contracting Authority, the Contractor shall submit to the Contracting Authority an outline of the qualifications and experience of any Subcontractor's proposed project manager and proposed superintendent.

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

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

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

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

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

6.5 Construction Progress Schedule

6.5.1 General Requirements

6.5.1.1 The Contractor shall prepare and maintain the Construction Progress Schedule using the critical path method of scheduling and commercially available computer software acceptable to the Contracting Authority.

- .1** In the Construction Progress Schedule, the Contractor shall **(1)** organize all Work activities into a logical work breakdown structure; **(2)** set forth a reasonable, efficient, economical, and practical plan to complete the Work within the Contract Times, and **(3)** convey the prosecution and progress of the Work in a manner that accounts for **(a)** normal adverse weather, as defined under **Section 7.10**, through reasonably anticipated productivity variations for weather-sensitive activities, **(b)** Legal Holidays, and **(c)** similar reasonably anticipated events.

6.5.1.2 The Contractor shall use the most-current, accepted Construction Progress Schedule **(1)** to plan, organize, execute, and manage the Work using early start dates and early finish dates; **(2)** to record and report actual performance and progress of the Work; **(3)** to show how it plans to coordinate and complete all remaining Work within applicable Milestones; and **(4)** as the basis for requests for extensions of the Contract Times.

6.5.1.3 The Project participants will use the Construction Progress Schedule as a tool for scheduling and reporting sequenced progress of the Work.

6.5.1.4 The Contracting Authority's, Owner's, or A/E's review, acceptance, or approval of any Construction Progress Schedule will not **(1)** relieve the Contractor of any of the Contractor's responsibilities under the Contract including the responsibility to perform the Work in accordance with the Construction Progress Schedule and within the Contract Times, or **(2)** imply, warrant, or acknowledge the reasonableness or accuracy of the logic, durations, cost, resource loading, or any other attributes of the Construction Progress Schedule.

6.5.1.5 The Contracting Authority may withhold payment from the Contractor on account of the Contractor's failure to prepare, maintain, or update the Construction Progress Schedule as required under the Contract.

6.5.2 Submission Requirements

6.5.2.1 The Contractor shall provide each submission of the Construction Progress Schedule **(1)** as a Gantt chart in PDF; **(2)** as a Gantt chart in hardcopy if the Contracting Authority requests; and **(3)** an Electronic File.

- .1** The hardcopy format for the Construction Progress Schedule shall be 11x17 inch.
- .2** The Electronic File of the Construction Progress Schedule shall be in .xer, .xml, or .mpp format.

6.5.2.2 At the Contracting Authority's request, the Contractor shall prepare and submit to the Contracting Authority reports produced through the scheduling software (collectively "Schedule Reports").

- .1** Unless the Contracting Authority requests otherwise, the Contractor shall submit each Schedule Report in Electronic File format, PDF format, and 8.5x11 hardcopy format.

6.5.3 Schedule Information Requirements

6.5.3.1 General Requirements. The Contractor shall include at least the following information in the Construction Progress Schedule:

- .1** a clear graphics legend;
- .2** the Contracting Authority's Project number and Project name;
- .3** a graphic presentation of the sequence of all of the Work;
- .4** identification of each stage of the Work and any Milestone dates;
- .5** identification of activities and durations for **(1)** entering into each Subcontract with an anticipated value in excess of 10% of the Construction Budget or as otherwise requested by the Contracting Authority; **(2)** preparation, review, and approval of Shop Drawings and other action submittals; **(3)** fabrication and review of mock-up Work; **(4)** product review and procurement, fabrication, shop inspection, and delivery, including, but not limited to, lead time and coordination drawing delivery; **(5)** Date of Commencement identified as "Start Milestone"; **(6)** date(s) of Substantial Completion identified as "Finish Milestone"; **(7)**

- Punch List development; **(8)** Punch List correction; **(9)** Project close-out requirements; **(10)** occupancy requirements; and **(11)** Contract Completion;
- .6** for each activity:
- 1.** Activity ID, Activity Description, and Calendar ID;
 - 2.** identification of the single organization responsible for performing the activity;
 - 3.** early start, early finish, late start, late finish, duration, and total float;
 - 4.** in other than the baseline Construction Progress Schedule: original duration, remaining duration, and percentage of completion;
 - 5.** identification of predecessor and successor activities, constraints, and percentage of completion; and
 - 6.** a maximum duration that is appropriate for the activity but not in excess of 15 days except **(1)** non-construction activities such as procurement of materials, delivery of equipment, concrete curing, etc.; and **(2)** other activities for which the Contracting Authority may approve a longer duration;
- .7** identification of disruptions and shutdowns due to other operations;
- .8** identification of all planned work hours for each Work Day;
- .9** identification of the longest path of the Work (in red) and all critical paths of the Work;
- .10** identification of the crew size and total resource hours for each activity in the schedule;
- .11** other items required by the Contracting Authority, Owner, or A/E; and
- .12** the Contractor's signature approval and date lines, which the Contractor shall complete indicating approval of each submitted schedule.
- 6.5.3.2 Activity Identifications ("ID")**
- .1** Activity ID's shall follow the naming convention agreed upon between the Contracting Authority and the Contractor before the Contractor begins to prepare the baseline Construction Progress Schedule.
 - .2** Each Activity ID for a specific Activity Description shall remain unchanged and connected to its original Activity Description throughout the Project.
- 6.5.3.3 Activity Descriptions**
- .1** Each activity shall have a clear and concise Activity Description..
- 6.5.3.4 Activity Relationships**
- .1** All activities except Date of Commencement shall have at least one predecessor, and all activities except Contract Completion shall have at least one successor.
 - .2** To link activities, the Contractor may use **(1)** finish-to-start relationships with no leads or lags; **(2)** start-to-start relationships with lags no greater than the predecessor duration; or **(3)** finish-to-finish relationships when both activities are already aligned with a start-to-start relationship.
- 6.5.3.5 Project Level Activity Codes**
- .1** For each activity, the Contractor shall assign responsibility to an identified, single performing organization.
- 6.5.3.6 Project Level Calendars**
- .1** The Contractor shall create and maintain calendars at the project level.
- 6.5.3.7 No Global Data**
- .1** The Contractor may not use global data of any kind (e.g., codes, calendars, etc.).
- 6.5.3.8 Float and Critical Activities**
- .1** "Float" is the amount of time between the early start date and the late start date (or the early finish date and the late finish date) for each activity. Float is for the benefit of both the Contracting Authority and the Contractor; i.e., float is not for the Contractor's exclusive benefit. Either the Contracting Authority or the Contractor may use float on a first-come-first-served basis without cost impact. The Contractor may not suppress or consume float by artificially extending activity durations, creating dummy activities, or applying preferential sequencing.
 - 1.** The Contractor shall exhaust existing float before claiming additional time for a Modification, or show that it is not possible to use float to cover the time requirements of the Modification.
 - 2.** The Contractor may not suppress or sequester float through, for example, artificial/illogical sequencing, excessive durations, date constraints, float constraints, improper use of lag, or calendar manipulation.

- .2 "Critical Activities" are activities (1) occurring on the longest path through the Construction Progress Schedule; or (2) with float of less than one day; or (3) both. The Contractor shall monitor and diligently pursue any activities with ten or fewer days of total float.

6.5.4 Baseline Construction Progress Schedule

6.5.4.1 Unless the Contracting Authority and Contractor agree otherwise, within 45 days after the execution of the Agreement, the Contractor shall submit to the Contracting Authority and A/E a fully developed, baseline Construction Progress Schedule in compliance with this **Section 6.5** that demonstrates the longest path and all critical paths for all of the Work.

- .1 The Contracting Authority's approval of the baseline Construction Progress Schedule is a condition precedent to the Contractor's entitlement to payment under the Contract.

6.5.4.2 The Contractor shall develop the baseline Construction Progress Schedule based upon (1) the Contract Times defined in the Agreement, and (2) the schedule information included in the Bidding Documents.

6.5.4.3 In the event of a significant change or combination of changes, as determined by the Contracting Authority in its discretion, the Contracting Authority may identify a Contracting Authority-approved, updated or revised Construction Progress Schedule as the new baseline Construction Progress Schedule for future updates and reports.

6.5.5 Monthly Construction Progress Schedule Updates

6.5.5.1 The Contractor shall include a monthly Construction Progress Schedule update as a component of each of the Contractor's Progress Status Reports.

6.5.5.2 The Contractor shall generate monthly Construction Progress Schedule updates based upon and relative to the Contracting Authority-approved baseline Construction Progress Schedule and using retained logic (as opposed to logic override) to reflect and include:

- .1 the actual progression and sequence of the Work;
- .2 actual and projected start and completion dates;
- .3 actual Modifications; and
- .4 the longest path of the Work and all critical paths of the Work.

6.5.5.3 The Contractor shall use the first date of the next month at 12:01 a.m. as the data date for calculating the monthly Construction Progress Schedule update (e.g., progress through March will have a data date of April 1 @ 12:01 am).

6.5.5.4 The Contractor shall accurately input actual start and actual completion dates and correct all logic errors. If the Contractor changes/corrects any actual dates in any following month, the Contractor shall clearly identify the change/correction and provide a written explanation for it.

6.5.5.5 If the Contracting Authority requests, the Contractor shall include with each monthly Construction Progress Schedule update any of the associated Schedule Reports produced by the scheduling software.

6.5.5.6 The Contractor's submission of a monthly Construction Progress Schedule update shall serve as an affirmation that the Contractor intends to and is capable of performing the Work consistent with the associated monthly Construction Progress Schedule update.

6.5.5.7 The Contracting Authority and the A/E will review and may approve or reject and return the monthly Construction Progress Schedule update to the Contractor with recommendations for revisions.

6.5.6 Revised Construction Progress Schedules

6.5.6.1 Unless and until the Contracting Authority agrees in writing, the Contractor shall not change any of the accepted activities, activity durations, schedule logic, interdependencies, Milestones, planned sequence of operations, or resource loading set forth in the Construction Progress Schedule.

6.5.6.2 Once the Contracting Authority accepts a Modification involving Construction Progress Schedule changes (including no-cost time extensions such as on account of excessive weather days and other excusable delays), but not before then, the Contractor shall promptly incorporate the associated activity, duration, and logic changes, additions, combinations, eliminations, or other modifications into the then-current Construction Progress Schedule and submit for the Contracting Authority's approval (1) that revised Construction Progress Schedule; and (2) if the Contracting Authority requests, any of the associated Schedule Reports produced by the scheduling software.

6.5.6.3 If the Contractor incurs an inexcusable delay, the Contractor shall promptly incorporate any associated activity, duration, and logic changes, additions, combinations, eliminations, or other modifications into the then-current Construction Progress Schedule and submit for the Contracting Authority's approval (1) that revised

Construction Progress Schedule; and **(2)** if the Contracting Authority requests, any of the associated Schedule Reports produced by the scheduling software. The Contracting Authority's approval will not constitute an extension of the Contract Times due to the inexcusable delay.

6.5.6.4 The Contractor's submission of a revised Construction Progress Schedule shall serve as an affirmation that the Contractor intends to and is capable of performing the Work consistent with the associated revised Construction Progress Schedule update.

6.5.6.5 If the Contracting Authority and the Contractor cannot reach agreement on Construction Progress Schedule modifications resulting from a Modification or inexcusable delay, and the Contracting Authority requests, the Contractor shall prepare and submit a time-impact analysis when and as described under **Section 7.9.3**.

6.5.7 Short-Interval Schedules and Weekly Schedule Reports

6.5.7.1 A "Short-Interval Schedule" is a three- to four-week (past week, current week, and the next one to two weeks) schedule window that **(1)** breaks down existing schedule activities into smaller and more-manageable components with relatively short durations; and **(2)** is consistent with the then-current Construction Progress Schedule.

6.5.7.2 On a weekly basis, and no less than 24 hours before the next regularly scheduled Progress Meeting, the Contractor shall prepare and submit a Short-Interval Schedule to the A/E. The Contractor shall present and be prepared to discuss the Short-Interval Schedule during that Progress Meeting, and the A/E shall attach the Short-Interval Schedule to the minutes of that Progress Meeting.

6.5.8 Recovery Plan and Revised Construction Progress Schedule

6.5.8.1 If it is apparent to the Contracting Authority or A/E that the Contractor may be unable to meet critical path activities, Milestone completion dates, or the Substantial Completion date(s); the A/E shall direct the Contractor to submit within three days a recovery plan to avoid or minimize delay to the Project.

6.5.8.2 A recovery plan shall include, but is not limited to, adjustments to the following:

- .1 workforce;
- .2 hours per shift;
- .3 shifts per workday;
- .4 workdays per week;
- .5 material and equipment procurement; and
- .6 activity logic.

6.5.8.3 The Contractor's submission of a recovery plan shall serve as an affirmation that the Contractor **(1)** prepared the recovery plan in consultation with its Subcontractors, and **(2)** intends to and is capable of performing the Work consistent with that recovery plan.

6.5.8.4 If the Owner and Contracting Authority approve the recovery plan, within seven days after the plan approval, the Contractor shall incorporate that plan into a revised Construction Progress Schedule which the Contractor shall prepare and submit for review and approval in accordance with **Section 6.5.6**. If the Owner and Contracting Authority do not approve the recovery plan, the Contractor shall submit an alternate recovery plan within three days.

6.5.9 Small-Project Exceptions

6.5.9.1 This **Section 6.5** applies to a Small Project, which is a Project for which the initial Contract Sum is less than \$500,000, except as explicitly provided in this **Section 6.5.9**.

6.5.9.2 In lieu of **Section 6.5.2**, the Contractor shall provide each submission of the Construction Progress Schedule **(1)** as a Gantt chart in PDF; **(2)** as a Gantt chart in hardcopy if the Contracting Authority requests; and **(3)** an Electronic File in its native format.

6.5.9.3 In lieu of **Section 6.5.3**, the Contractor shall include at least the following information in the Construction Progress Schedule:

- .1 a clear graphics legend;
- .2 the Contracting Authority's Project number and Project name;
- .3 identification of each stage of the Work and any Milestone dates;
- .4 identification of activities and durations for **(1)** date(s) of Substantial Completion; **(2)** Project close-out requirements; and **(3)** and Contract Completion;
- .5 for each activity, a maximum duration that is appropriate for the activity but not in excess of 15 days;
- .6 other items required by the Contracting Authority, Owner, or A/E; and

- .7 the Contractor's signature approval and date lines, which the Contractor shall complete indicating approval of each submitted schedule.

6.5.9.4 In lieu of **Section 6.5.4.1**, unless the Contracting Authority and Contractor agree otherwise, within 15 days after the execution of the Agreement, the Contractor shall submit to the Contracting Authority and A/E a fully developed, baseline Construction Progress Schedule in compliance with this **Section 6.4**.

6.5.9.5 In lieu of **Section 6.5.5.2**, the Contractor shall generate monthly Construction Progress Schedule updates based upon and relative to the Contracting Authority-approved baseline Construction Progress Schedule to reflect and include (1) the actual progression and sequence of the Work; (2) actual and projected start and completion dates; and (3) actual Modifications.

6.5.9.6 The Contractor may, but is not obligated to comply with **Sections 6.5.3.4, 6.5.3.5, 6.5.3.6, 6.5.3.7, 6.5.5.3, 6.5.5.4, and 6.5.5.5**.

6.6 Progress Meetings

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

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

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

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

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

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

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

6.7 Project Coordination

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

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

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

6.8 Review of Contract Documents and Field Conditions

6.8.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it.

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

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

6.8.2.2 The A/E shall promptly respond to each RFI.

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

6.8.3 If the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of clarifications or instructions issued by the A/E in response to a RFI, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**, and **(2)** within the time period under **Section 7.6**, which begins to run on the day that the Contractor receives the A/E's RFI response.

6.9 Differing Site Conditions

6.9.1 If the Contractor reasonably believes that it has encountered a Differing Site Condition, the Contractor shall immediately stop Work on that suspected Differing Site Condition and verbally report the condition to the Contracting Authority and A/E, and within one business day deliver written notice of the condition to the Contracting Authority and A/E.

6.9.1.1 The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 6.9** will constitute an irrevocable waiver of any associated Claim.

6.9.1.2 The written notice of a Differing Site Condition under this **Section 6.9** shall be required before submission of a Change Request under **Section 7.6** or notice of Claim under **Article 8**.

6.9.2 Promptly after receiving notice from the Contractor under **Section 6.9.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within ten days after completing the investigation.

6.9.2.1 If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority and Contractor agree with the A/E's determination, the A/E shall process an associated Change Order or Change Directive as appropriate.

6.9.2.2 If the A/E determines that the Contractor has encountered a Differing Site Condition, but the Contracting Authority disagrees with the A/E's determination, the A/E shall process an associated Change Directive through which the Contracting Authority may convey its disagreement with the A/E's determination.

6.9.2.3 If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**; and **(2)** within the time period required under **Section 7.6** which begins to run on the day that the A/E issues its determination.

6.10 Protection of the Project

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

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

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

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

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

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

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

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

6.10.5 Vibration, Noise, and Dust Control.

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

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

6.10.5.3 In certain occupied buildings, tasks might be of such a nature that noise and vibration cannot be tolerated. In such spaces, Work shall be scheduled for other than normal working hours. The Contractor is cautioned that weekend or overtime work, if required, shall be performed at no additional cost. The Contractor shall obtain the Contracting Authority's written permission before working other than standard hours. Weekend and overtime Work shall be reflected in the Construction Progress Schedule.

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

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

6.11 Materials and Equipment

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

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

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

6.11.2 The Contractor shall not allow materials or equipment to damage the Project or adjacent property, or to endanger any individual at or near the Site.

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

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

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

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

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

6.11.6 The Contractor's incorporation of unapproved Substitutions in the Work is Defective Work.

6.12 Labor

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

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

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

6.13 Safety Precautions

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

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

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

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

6.13.4 The Contractor shall not introduce Hazardous Materials to the Project (other than as specified in the Contract Documents or customary construction materials or equipment) or burn any fires on the Site.

6.13.4.1 If the Contractor brings Hazardous Materials to the Project, the Contractor shall take reasonable precautions to prevent the Hazardous Materials from causing bodily injury or death, property damage, or environmental damage.

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

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

6.13.5 Work Stoppage Due to Hazardous Materials.

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

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

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

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

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

6.13.6 Safety Data Sheets.

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

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

6.14 Construction Facilities, Utilities, and Equipment

6.14.1 Facilities.

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

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

- .1 suitable facilities, equipment, and services for use by the A/E and Contracting Authority;
- .2 adequate space, equipment, furnishings, and services to conduct progress meetings including Wi-Fi internet access and the ability to conduct internet-based video conferences, and a large-format electronic display of suitable scale for the meeting room;
- .3 adequate space to store approved documents and permits; and
- .4 adequate sanitary facilities for use by all Persons at the Site.

6.14.2 Environmental Controls.

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

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

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

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

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

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

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

6.14.3 Water and Drainage.

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

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

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

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

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

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

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

6.14.4 Electric Service.

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

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

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

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

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

6.14.5 Hoisting Facilities.

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

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

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

6.15 Progress Cleaning

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

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

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

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

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

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

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

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

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

6.16 Use of Premises

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

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

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

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

6.16.5 Site Logistics Plan.

6.16.5.1 No later than seven days after the Date of Commencement, the Contractor shall prepare a Site Logistics Plan and submit it to the Contracting Authority and Owner for their review and approval. Through the Site Logistics Plan, the Contractor shall indicate how the Contractor intends to use the Site, and illustrate things such as areas to be used for lay down of material and equipment; office and storage trailer locations; vehicular access gates with ingress and egress routes; locations of wheel wash and concrete truck wash out activities; and offloading and hoisting locations.

6.16.6 Smoking and Tobacco Products.

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

6.17 Interruption of Existing Services

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

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

6.18 Explosives and Blasting

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

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

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

6.19 Building Commissioning

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

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

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

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

6.20 Action Submittals

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

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

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

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

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

6.20.2.1 The Contractor shall submit a minimum of one reproducible and three copies of Shop Drawings, and a minimum of four copies of any other submittal, except when using the project management software under **Section 2.1.4.2**.

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

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

6.20.3 Delegated Design.

6.20.3.1 If the Contract Documents require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Contractor shall confirm with the A/E the appropriate performance and design criteria that such services shall satisfy. The Contractor shall submit Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor to the A/E for review.

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

6.20.4.1 Variations that may affect the construction quality, cost or timeline shall be submitted by the A/E to the Contracting Authority for review, and if approved, shall be incorporated into the Work by Change Order or an order for a minor change in the Work (as appropriate).

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

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

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

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

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

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

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

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

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

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

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

6.20.6.5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.20.6.4**, review of the previously received submittals may be delayed.

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

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

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

6.21 Warranty

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

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

6.22 Additional Tests and Inspections

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

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

- .1** the cost of the special inspection, testing, or approval;
- .2** the cost of conducting the special inspection, testing, or approval on similar Work regardless of whether the similar Work is also revealed as Defective Work;
- .3** the cost of additional special inspections, testing, or approvals to evaluate remedial Work;
- .4** the cost of correcting the Defective Work; and
- .5** all related Owner-incurred fees and charges of contractors, engineers, architects, attorneys, and other professionals.

6.22.1.2 The Contracting Authority may deduct the costs described under **Section 6.22.1.1** from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.22.1.3 If the special inspection, testing, or approval reveals that the Work complies with the Contract Documents, and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the special inspection, testing, or approval, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**, and **(2)** within the time period required under **Section 7.6** which begins to run on the day of the special inspection, testing, or approval.

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

6.22.3 Except as described under **Section 6.22.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

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

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

6.23 Uncovering the Work

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

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

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

6.23.2.2 If the uncovered Work is not Defective Work and the Contractor believes that it is entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of the uncovering and recovering of the Work, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**, and **(2)** within the time period required under **Section 7.6** which begins to run on the day that the Contracting Authority or A/E observes the uncovered Work.

6.24 Correction of the Work

6.24.1 Before Substantial Completion.

6.24.1.1 If the Contractor provides Defective Work or fails or neglects to perform the Work in accordance with the Construction Progress Schedule, the Contracting Authority or A/E may issue a written notice to the Contractor and Contractor's Surety directing the Contractor to correct the Defective Work or recover schedule deficiencies. Unless otherwise specified in that written notice, the Contractor shall promptly commence and diligently pursue correction of the Defective Work and recovery of schedule deficiencies within three days after the Contracting Authority issues the written notice ("72-Hour Notice").

6.24.1.2 If the Contractor fails to promptly commence and diligently pursue correction of the Defective Work and recovery of schedule deficiencies required under **Section 6.24.1.1**, the Owner may correct the Defective Work or take action to recover schedule deficiencies without giving further notice to the Contractor or Contractor's Surety.

6.24.2 After Substantial Completion.

6.24.2.1 In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing as described under **Section 6.25.1**. The A/E, Contracting Authority, or Owner may send a copy of the written notice to the Contractor's Surety, but are not obligated to do so.

6.24.2.2 During the Correction Period. If the Contracting Authority or Owner issues a notice under **Section 6.24.2.1** during the Correction Period, the Owner may correct the Defective Work itself without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within seven days after the Contracting Authority or Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.24.2.3 The Correction Period:

- .1** commences on the date of Substantial Completion of the Work or a designated portion of the Work which the Contracting Authority and Owner have agreed to take Partial Occupancy;

- .2 relates only to the Contractor's specific obligation and opportunity to correct the Work during the Correction Period;
- .3 does not establish a period of limitation with respect to any of the Contractor's other obligations under the Contract Documents;
- .4 has no relationship to the time within which the State or Owner may seek to enforce the Contract;
- .5 does not establish a period of limitation within respect to the commencement of litigation to establish the Contractor's liability under the Contract or otherwise; and
- .6 shall not be extended by corrective Work performed by the Contractor under this **Section 6.24.2**.

6.24.2.4 After the Correction Period. If the Owner issues a notice under **Section 6.24.2.1** after expiration of the Correction Period, the Owner may correct the Defective Work without giving further notice to the Contractor or Contractor's Surety if the Contractor fails to **(1)** notify the Owner in writing of the Contractor's intent to correct the Defective Work within 14 days after the Owner issues the notice and **(2)** thereafter promptly commence and diligently pursue correction of Defective Work.

6.24.3 Emergency Correction of Defective Work.

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

6.24.4 Responsibility for Costs of Correction.

6.24.4.1 The Contractor shall pay all of the costs and damages associated with the correction of Defective Work and the recovery of schedule deficiencies under this **Section 6.24**. Those costs and damages may include, but are not limited to, the related fees and charges of contractors, engineers, architects, attorneys, and other professionals; and the cost of correcting or replacing adjacent work. The Contracting Authority may deduct those costs and damages from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.25 Acceptance of Defective Work

6.25.1 Before final Contract Completion, the Owner may accept any Defective Work instead of requiring its removal or correction, in which case the Contract Sum shall be equitably reduced as described under **Article 7**.

6.25.1.1 The Owner may only accept Defective Work through a deduct Change Order that makes explicit reference to this **Section 6.25**.

6.25.1.2 After final Contract Completion, the Owner may only accept Defective Work by giving written notice to the Contractor that the Owner is accepting the associated Defective Work.

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

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

6.25.2.2 the making of any payment;

6.25.2.3 Substantial Completion or the issuance of a Certificate of Substantial Completion;

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

6.25.2.5 Contract Completion or the issuance of a partial or final Certificate of Contract Completion;

6.25.2.6 any review or approval of a submittal;

6.25.2.7 any inspection, test, or approval by other Persons; or

6.25.2.8 any correction of Defective Work by the Owner.

6.26 Project Document Maintenance and Submittal**6.26.1 During Construction.**

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

- .1 a complete copy of all Contract Documents; Shop Drawings, Product Data, Samples and similar required submittals; manufacturer operating and maintenance instructions; certificates; warranties; RFIs and responses thereto; and other Project-related documents, all marked currently and accurately to record field changes and selections made during construction and to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines; and
- .2 a set of Drawings and Specifications, approved in accordance with **Section 5.2.1.1**, and the records required by **Section 6.2.14**.

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

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

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

6.26.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.26.1** to authorized representatives of the State, local authorities with jurisdiction over the Project, Contracting Authority, Owner, and A/E.

6.26.2 Before Contract Completion.

6.26.2.1 As a condition precedent to execution of the Certificate of Contract Completion and final payment, the Contractor shall submit to the A/E:

- .1 all LEED-related documents not previously submitted (if applicable); and
- .2 the As-Built Documents including one electronic version and one hard-copy version organized into suitable sets of manageable size bound with durable cover sheets and appropriate identification marked on the front and the spine of each binder.

6.26.2.2 The Contractor's As-Built Documents submission shall include, but is not limited to:

- .1 Certificate of Occupancy;
- .2 inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4 Operation and Maintenance Manuals;
 - .1 The Contractor shall organize the hard copy of the Operation and Maintenance Manuals into suitable sets of manageable size, and include indexed data bound in individual binders, with pocket folders for folded sheet information.
- .5 neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6 detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7 assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers.

6.26.2.3 By submitting the As-Built Documents to the A/E, the Contractor certifies that its As-Built Documents are complete, correct, and accurate.

6.26.3 Record Documents.

6.26.3.1 The A/E shall revise the original Contract Documents and related Electronic Files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related Electronic Files as "Record Documents" and reflect the date of the A/E's incorporation of the As-Built Documents.

6.26.3.2 The Owner may thereafter use the Record Documents for any purpose relating to the Project including, but not limited to, additions to or completion of the Project.

6.27 Final Cleaning

6.27.1 Before requesting the Substantial Completion inspection of the Work, the Contractor shall clean the Site, remove waste materials and rubbish attributable to the Project, and restore the property to its original condition so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.27.2 If the Contractor performs any Work after final cleaning, the Contractor shall clean the affected area as provided above so that upon Substantial Completion, the premises are ready for occupancy by the Owner.

6.27.3 Final cleaning shall be done to the reasonable satisfaction of the A/E and Contracting Authority.

6.28 Substantial Completion**6.28.1 Contractor's Punch List.**

6.28.1.1 When the Contractor considers the Work, or a designated portion thereof, Substantially Complete the Contractor shall inspect the Work and prepare a list of Defective Work and incomplete or unacceptable Work ("Contractor's Punch List"). The Contractor shall list all items of Work not in compliance with the Contract Documents, including items the Contractor is requesting to be deferred.

- .1** The Contractor shall proceed to correct all items listed on the Contractor's Punch List and certify that the incomplete items listed on the Contractor's Punch List are to its knowledge an accurate and complete list by signing the Contractor's Punch List.
- .2** The Contractor's failure to include an item on the Contractor's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- .3** The Contractor shall submit the signed Contractor's Punch List to the A/E, together with a request for the Substantial Completion inspection of the Work.

6.28.2 Substantial Completion Inspection.

6.28.2.1 Within three business days after receipt of the request for the Substantial Completion inspection of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

- .1** Within seven days after its acceptance of the Contractor's request, the A/E shall conduct the Substantial Completion inspection to determine whether the Work, or designated portion, is in conformity with the Contract Documents and Substantially Complete. The A/E shall notify the Contractor, Contracting Authority, and Owner of the scheduled time of the inspection.
- .2** If the A/E determines that the Work is Substantially Complete, within three business days after the Substantial Completion inspection, the A/E shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and include a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List"). The A/E's Punch List shall include **(1)** the items on the Contractor's Punch List that are not yet completed or corrected as of the date of the Substantial Completion inspection, and **(2)** comments from the Contracting Authority and Owner.
- .3** The A/E shall submit the Certificate of Substantial Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance and consent of the Contractor's Surety, and subject to the Owner's right to withhold payment, the Owner shall release retainage as described under **Section 9.6.1**.
- .4** The A/E's failure to include an item on the A/E's Punch List shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- .5** If the A/E accepts the request for the Substantial Completion inspection and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.28.3 Completion of Punch List Items.

6.28.3.1 Before expiration of the Punch List Milestone and before the date of Final Contract Completion, the Contractor shall complete all items on the A/E's Punch List. After completing all items on the A/E's Punch List, the Contractor shall provide a written request for Final Inspection of the Work to the A/E.

- .1** If Work on the A/E's Punch List cannot be timely completed, the Contractor shall justify in writing to the reasonable satisfaction of the Contracting Authority and A/E, the reasons the items cannot be completed, and the Contractor may propose, for the Contracting Authority and A/E's approval, an adjustment of the

- Punch List Milestone for the associated Punch List items to establish a time when the Contractor shall complete those items.
- .2 Within three business days after receipt of the Contractor's request for the Final Inspection, the A/E shall complete a Final Inspection of the Work for compliance with the Contract Documents.
 - .3 If multiple inspections of items on the A/E's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall pay any additional costs incurred by the A/E, Owner, and Contracting Authority resulting from any attendant delay and re-inspections. The Contracting Authority may deduct those additional costs from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.29 Partial Occupancy

6.29.1 The Owner may occupy or use a portion of the Project prior to Substantial Completion of all Work if:

6.29.1.1 the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy (if applicable);

6.29.1.2 the Owner with the Contractor's and A/E's assistance has provided written notice of the Partial Occupancy to the insurers providing builder's risk property insurance for the Project; and

6.29.1.3 the Contracting Authority has received notice of the Partial Occupancy from the A/E and has consented to it.

6.29.2 Before the Owner commences Partial Occupancy, the Owner, Contracting Authority, A/E, and Contractor shall proceed as described under **Section 6.28** for the area designated for Partial Occupancy. The Owner may commence Partial Occupancy before the Contractor has achieved Substantial Completion of the area designated for Partial Occupancy.

6.29.3 The Contractor shall be relieved of the obligation to maintain the area accepted for Partial Occupancy, but shall remain obligated to complete and correct the Work and to carry the insurance required by the Contract Documents during performance of any such Work.

6.30 Demonstration and Training, Operating Appurtenances

6.30.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall perform demonstration and training of the Owner's maintenance personnel as specified in the Contract Documents.

6.30.2 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize and submit operating appurtenances and loose items related to operation and maintenance of the completed Project to the Owner, including, but not limited to:

6.30.2.1 keys to door and window hardware, panels, and other devices not directly provided to the Owner from the manufacturer;

6.30.2.2 operating handles, levers, cranks, specialized wrenches or drivers, remote controls, and similar items; and

6.30.2.3 extra materials (e.g., attic stock).

6.31 Contract Completion

6.31.1 Partial Contract Completion.

6.31.1.1 When items of Work cannot be completed until a subsequent date, the A/E shall prepare a partial Certificate of Contract Completion that shall include a detailed list of the deferred Work and the date(s) by which the Contractor will complete that Work.

6.31.1.2 The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. After they accept the partial Certificate of Contract Completion and the Contractor has submitted the Contractor's Surety's consent to payment, the Contracting Authority may release payment to the Contractor in the Contracting Authority's sole discretion.

6.31.2 Final Contract Completion.

6.31.2.1 When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.26** through **6.30** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

The date that the Contracting Authority executes the final Certificate of Contract Completion is the date of Contract Completion.

6.31.2.2 Within 30 days after the Contracting Authority executes the final Certificate of Contract Completion, the Contracting Authority will make final payment to the Contractor of all remaining funds then due and payable including any funds retained following Substantial Completion as described under **Section 9.7**.

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 Changes in the Work.

7.1.1.1 The Contracting Authority may order changes in the Work without invalidating the Contract. Subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents, a change in the Work may be accomplished by a Change Order, Change Directive, or order for a minor change in the Work.

- .1** The Contractor shall proportionately increase the amount of the Bond whenever the Contract Sum is increased.
- .2** If notice of any change affecting the Contract is required by the provision of any Bond, notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

7.1.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10** and **7.4**.

7.1.1.3 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work will prejudice the Owner and Contracting Authority and constitute a waiver by the Contractor of any adjustment to the Contract Sum or Contract Times, or both, for the related Work.

7.1.1.4 The Contractor shall perform all changes in the Work under the applicable provisions of the Contract Documents, and the Contractor shall proceed promptly with the change unless otherwise provided in the Change Order, Change Directive, or order for a minor change in the Work

7.1.2 Paperwork Consolidation.

7.1.2.1 Related Modifications, with the same or similar justification (e.g., Owner Request or field resolution), may be consolidated into the same Change Order.

7.1.2.2 Add and deduct Modifications, with the same or similar justification, may be included on the same Change Order.

7.1.2.3 Modifications resulting from errors or omissions shall not be combined with other modifications for which the A/E will receive a fee.

7.1.3 Modification Numbering.

7.1.3.1 The A/E shall assign a number to each Modification, which shall uniquely identify it.

7.1.3.2 The A/E shall not duplicate or reuse any number throughout the Project or reuse assigned numbers for Proposal Requests that are initiated but cancelled in process.

7.1.3.3 The number for each Change Order shall be coordinated with any associated Proposal Request, Change Request, or Change Directive.

7.1.4 Modification Log.

7.1.4.1 The A/E shall create and maintain a Modification Log for the Project, which shall contain the following minimum information:

- .1** number of the Modification;
- .2** a brief description of the Modification;
- .3** cost of the Modification;
- .4** schedule impact of the Modification; and
- .5** dates sent to, and received from, the parties.

7.1.5 Reconciliation of Unit Price Items.

7.1.5.1 The Contracting Authority may increase, decrease, or delete entirely the scheduled quantities of Unit Price Work.

7.1.5.2 If the actual quantity of a Unit Price item exceeds or appears that it will exceed the scheduled quantity, the Contractor shall immediately notify the A/E in writing. The A/E, after consulting with the Contracting Authority, will issue a Change Order or Change Directive to authorize an adjustment of the scheduled quantity or to otherwise address the excess.

7.1.5.3 If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work performed or reasonably expected to be performed would create an undue hardship on either the Owner or Contractor:

- .1** the Contractor shall initiate a Change Request seeking an adjustment of the Unit Price **(1)** as required under **Section 7.6**, and **(2)** within the time period required under **Section 7.6** which begins to run on the day that the Contractor knew or should have known that the actual quantity of a Unit Price item would differ from the scheduled quantity by 20 percent or more; or
- .2** the A/E, after consulting with the Contracting Authority, will issue a Change Directive to adjust the Unit Price.

7.1.5.4 If a Unit Price is adjusted as described under **Section 7.1.5.3**, the new Unit Price will only apply to the units of Work performed that are **(1)** less than the 20 percent threshold if the Unit Price is changed on account of an over-estimation of the scheduled quantity of a Unit Price item involved in the Work or **(2)** in excess of the 20 percent threshold if the Unit Price is changed on account of an under-estimation of the scheduled quantity of a Unit Price item involved in the Work.

7.1.5.5 Before final payment, the A/E shall issue a Change Order to reconcile any difference between the scheduled and actual quantities of Unit Price Work performed and materials furnished.

7.1.5.6 Notwithstanding **Section 7.1.5.3**, if the actual quantity of any item of Unit Price Work is zero, there shall be no adjustment of the Unit Price.

7.1.6 Notice of Credits and Schedule Reductions.

7.1.6.1 Notwithstanding any other provision of the Contract to the contrary, the Contractor shall promptly notify the Contracting Authority, Owner, and A/E in writing whenever any change in the Project (including without limitation through an order for a minor change in the Work) may entitle the Owner to a credit from the Contractor or a reduction of the time for completion of the Project.

7.2 Change Orders

7.2.1 A Change Order is a written instrument prepared by the A/E and executed by the Contracting Authority, Owner, and Contractor, stating their agreement upon all of the following:

- 7.2.1.1** a change in the Work;
- 7.2.1.2** the amount of the adjustment of the Contract Sum, if any; and
- 7.2.1.3** the extent of the adjustment of the Contract Times, if any.

7.2.2 Except with the Contracting Authority's written consent as explicitly provided under **Sections 7.3.9, 7.3.10, 7.6.2, and 7.6.3**, the Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely and fully satisfied, and waives all rights, if any, to seek further adjustment of the Contract Sum or Contract Times, or both, at a later date with respect to the associated change in the Work including without limitation on account of **(1)** the "cumulative impact" of the associated change in the Work in combination with one or more other changes in the Work; **(2)** all costs, including interest on those costs; and **(3)** any delays, inefficiencies, disruptions, suspensions, extended overhead, and acceleration.

7.2.3 The A/E shall prepare each Change Order form, attach the supporting documentation, and issue the Change Order to the Contractor for signature.

7.2.4 If the Contractor is in agreement with the Change Order under **Section 7.2.1**, the Contractor shall sign and return the Change Order to the A/E within three days after receiving it.

7.2.5 When the A/E receives the Change Order signed by the Contractor, the A/E will recommend approval by signing the form and transmitting the Change Order and the revised Change Order Log to the Owner.

7.2.6 When the Owner receives the Change Order, the Owner may sign the form accepting the Change Order, attach certification of funding, and transmit the Change Order to the Contracting Authority; or, if the Owner does not accept the Change Order, the Owner will reject and return it to the A/E.

7.2.7 When the Contracting Authority receives the Change Order, the Contracting Authority may sign the form approving the Change Order, and transmit the fully executed Change Order to all signers; or, if the Contracting Authority does not accept the Change Order, the Contracting Authority will reject and return it to the A/E.

7.2.8 When the Change Order is signed by the Contractor, A/E, Owner, and Contracting Authority, the fully executed Change Order modifies the Contract Documents and authorizes and directs the Contractor to proceed, and the Contractor shall promptly proceed with the associated change in the Work.

7.3 Change Directives

7.3.1 A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority and Owner directing a change in the Work or the performance of disputed Work as described under **Section 7.3.4.1**.

7.3.1.1 The parties will endeavor to resolve each Change Directive through the Field Meeting described under **Section 7.7**.

7.3.2 Through a Change Directive, the Contracting Authority may:

7.3.2.1 propose a basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or

7.3.2.2 limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

7.3.3 If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.3.1**, authorizing the Contractor to proceed.

7.3.4 A Change Directive shall be used to direct a change in the Work in the absence of total agreement on the terms of a Change Order.

7.3.4.1 For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as but not limited to the situations described under **Sections 6.9.2** and **7.4.3**.

7.3.5 Upon receipt of a Change Directive, the Contractor shall promptly proceed with the change in the Work involved.

7.3.6 If the Change Directive contains a proposed basis for adjustment of the Contract Sum or Contract Times, or both, within ten days after receiving it, the Contractor may sign the Change Directive to accept the proposed basis for adjustment, and return it to the A/E. Thereafter, the A/E shall prepare and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

7.3.7 Within ten days after receiving the Change Directive, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E and Contracting Authority a Proposal meeting the requirements of **Section 7.5** for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under **Section 7.3.2.2**. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within ten days after completing the changed Work, which is the subject of the Change Directive.

7.3.8 If the Contractor does not respond to a Change Directive as and when required under **Section 7.3.6** or **Section 7.3.7** (1) the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times and issue its determination to the Owner, A/E, and Contractor, and (2) the A/E shall prepare a Change Order consistent with that determination and issue it to the Contractor as described under **Section 7.2.3**. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.3.9 Pending final determination of the total adjustment of the Contract Times on account of a Change Directive, to the extent that the Contracting Authority, Owner, and Contractor agree on a portion of the adjustment of the Contract Times, that the period of time not in dispute may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with only that portion of the time adjustment.

7.3.10 Pending final determination of the total adjustment of the Contract Sum on account of a Change Directive, to the extent that the Contracting Authority, Owner, and Contractor agree on a portion of the adjustment of the Contract Sum, the amount not in dispute for that change in the Work may be included in a Contractor Payment Request accompanied by a Change Order indicating the parties' agreement with only that portion of the cost adjustment.

7.3.11 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order. The A/E, Contracting Authority, Owner, and Contractor shall sign the Change Order as described under **Section 7.2**.

7.3.12 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, **(1)** the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times and issue its determination to the Owner, A/E, and Contractor, and **(2)** the A/E shall prepare a Change Order consistent with that determination and issue it to the Contractor as described under **Section 7.2.3**. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.3.13 The Contracting Authority may at any time reject the Contractor's Proposal submitted under **Section 7.3.7**. If the Contractor does not agree with the Contracting Authority's rejection, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.3.14 If a Change Directive or portion of a Change Directive remains pending or otherwise unresolved 60 days after the date on which the Change Directive was issued, the associated Contractor's Proposal or portion of the Contractor's Proposal still pending will be deemed rejected by the Contracting Authority. If the Contractor does not agree with the deemed rejection, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.3.15 The Contractor's failure to comply with the requirements of this **Section 7.3** will constitute an irrevocable waiver of the Contractor's Proposal and any related Claim.

7.4 Minor Changes in the Work

7.4.1 The A/E may order minor changes in the Work not involving adjustment of the Contract Sum or extension of the Contract Times and not inconsistent with the intent of the Contract Documents. Those changes shall be effected by written order issued to the Contractor.

7.4.2 The Contractor shall promptly carry out each order for a minor change in the Work if the Contractor agrees that the order does not involve adjustment of the Contract Sum or Contract Times, or both.

7.4.3 If the Contractor reasonably believes that it would be entitled to an adjustment of the Contract Sum or Contract Times, or both, on account of an order for a minor change in the Work, the Contractor, within five business days after receiving the order, shall give the Contracting Authority and A/E written notice of the Contractor's position, and not proceed with the subject Work without first receiving a Change Directive or Change Order related to it.

7.4.4 The Contractor waives its right to an adjustment of the Contract Sum or Contract Times on account of an order for a minor change in the Work by:

7.4.4.1 starting the Work that is the subject of the order for a minor change in the Work; or

7.4.4.2 failing to give the notice described under **Section 7.4.3** within five business days after receiving the order for a minor change in the Work.

7.5 Proposal Requests and Contractor Proposals

7.5.1 Proposal Requests. The A/E shall prepare and issue a Proposal Request to the Contractor to obtain the Contractor's Proposal for the adjustment of the Contract Sum or Contract Times, or both, associated with a contemplated change in the Work.

7.5.1.1 The Contractor shall respond with a Proposal to the A/E and Contracting Authority within ten days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and A/E.

7.5.1.2 If the Contractor does not submit a Proposal within the time required in **Section 7.5.1.1**, the Contractor waives its right to an adjustment of the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

7.5.1.3 A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

7.5.2 Contractor Proposals in General.

7.5.2.1 In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.8**. By submitting a Proposal for an adjustment of the Contract Sum, the Contractor represents to the Contracting Authority and Owner that the proposed adjustment is the entire adjustment of the Contract Sum to which the Contractor is entitled on account of the associated change or proposed change in the Work.

7.5.2.2 In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.9**. By submitting a Proposal for an adjustment of the Contract Times, the Contractor represents to the Contracting Authority and Owner that the proposed adjustment is the entire adjustment of the Contract Times to which the Contractor is entitled on account of the associated change or proposed change in the Work.

7.5.2.3 The Contractor shall hold every Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority.

7.5.2.4 A Proposal may be accepted by the Contracting Authority and Owner only through a Change Order.

7.5.2.5 The Contractor's cost of preparing and providing Proposals is included in the Contract Sum and shall not be included in any cost or credit determination under the Contract.

7.5.3 Contractor Proposals Related to Change Requests. In addition to complying with **Section 7.5.2**, if the Proposal relates to a Change Request, the Contractor shall include in the Proposal the following information to permit timely and appropriate evaluation of the Change Request, determination of responsibility, and opportunity for mitigation:

7.5.3.1 if applicable, the Contractor's planned actions to mitigate costs and delays by avoiding interference, disruption, hindrance, delay, or impact;

7.5.3.2 recommended action to mitigate costs and delays by avoiding interference, disruption, hindrance, delay, or impact; and

7.5.3.3 additional information **(1)** the Contracting Authority requests or **(2)** the Contractor believes is relevant to resolution of the Change Request.

7.6 Change Requests

7.6.1 The Contractor shall initiate a change in the Work by submitting to the Contracting Authority and A/E a Change Request accompanied by a Proposal meeting the requirements of **Section 7.5** within ten days after the occurrence of the event giving rise to the Change Request.

7.6.1.1 The parties will endeavor to resolve each Change Request through the Field Meeting described under **Section 7.7**.

7.6.2 Pending final determination of the total adjustment of the Contract Times on account of a Change Request, to the extent that the Contracting Authority, Owner, and Contractor agree on a portion of the adjustment of the Contract Times, that period of time not in dispute may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with only that portion of the time adjustment.

7.6.3 Pending final determination of the total adjustment of the Contract Sum on account of a Change Request, to the extent that the Contracting Authority, Owner, and Contractor agree on a portion of the adjustment of the Contract Sum, the amount not in dispute for that change in the Work may be included in a Contractor Payment Request accompanied by a Change Order indicating the parties' agreement with only that portion of the cost adjustments.

7.6.4 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Request, the A/E shall prepare an appropriate Change Order. The A/E, Contracting Authority, Owner, and Contractor shall sign the Change Order as described under **Section 7.2**.

7.6.5 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Request, **(1)** the Contracting Authority may determine the adjustments, if any, of the Contract Sum and Contract Times and issue its determination to the Owner, A/E, and Contractor, and **(2)** the A/E shall prepare a Change Order consistent with that determination and issue it to the Contractor as described under **Section 7.2.3**. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.6.6 The Contracting Authority may at any time reject the Contractor's Change Request and Proposal submitted under **Section 7.6.1**. If the Contractor does not agree with the Contracting Authority's rejection, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.6.7 If a Change Request or portion of a Change Request remains pending or otherwise unresolved 60 days after the date on which the Change Request was submitted, the Change Request or portion of the Change Request still pending will be deemed rejected by the Contracting Authority. If the Contractor does not agree with the deemed rejection, the Contractor shall initiate a Claim as and when required under **Article 8**.

7.6.8 The Contractor's failure to comply with the requirements of this **Section 7.6** will constitute an irrevocable waiver of the Change Request and any related Claim.

7.7 Field Meeting

7.7.1 The Contracting Authority, Owner, and Contractor shall meet to review and endeavor to resolve **(1)** a Change Directive within 14 days after the Contracting Authority and Owner issue it under **Section 7.3.1** and **(2)** a Change Request within seven days after the Contractor initiates it under **Section 7.6.1**.

7.7.2 Notwithstanding Section 7.7.1:

7.7.2.1 a Field Meeting is not a condition precedent to the exercise of any right or the performance of any obligation under the Contract;

7.7.2.2 whether and when a Field Meeting is convened does not alter any right or any obligation under the Contract; and

7.7.2.3 the Contracting Authority, Owner, and Contractor may convene a Field Meeting at any time to address and attempt to resolve any pending Change Directive, Change Request, or other matter.

7.8 Change Order Cost or Credit Determination

7.8.1 General.

7.8.1.1 The maximum cost or credit resulting from a change in the Work shall be determined as described below.

.1 Proposals shall include the information required by **Section 7.8.1.4**.

.2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order except for Unit Price Work included in the Contract.

.3 The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

7.8.1.2 The Contractor shall not assign any portion of the Work to another Person whereby the Contractor would benefit directly or indirectly from the double application of charges for overhead or profit.

Example: Assume that **(1)** the Contractor is or is capable of self-performing general trades Work and **(2)** the change in the Work includes both electrical trade Work and general trades Work. The Contractor may not assign the general trades Work to the Contractor's electrical Subcontractor and then perform that general trades Work as a sub-subcontractor to the Contractor's electrical Subcontractor.

7.8.1.3 The Contracting Authority may require notarized invoices for material costs and may audit the records of the Contractor and Subcontractors.

7.8.1.4 For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which the Contractor shall document the related changes in the Contract Sum as described under **Section 7.8.2**. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form**.

.1 The Contractor's cost of preparing and providing Proposals is included in the Contract Sum and shall not be included in any cost or credit determination under the Contract.

7.8.1.5 **Section 7.8.2** establishes the exclusive and maximum amount that the Owner shall pay for any change in the Work, including, but not limited to, all amounts for interference with, delay, hindrance, disruption of, or impact on the Work ("Pricing Criteria"). These Pricing Criteria also govern the value of deduct Change Orders and the Contractor's entitlement to additional compensation or damages through the Change Directive, Change Request, Claims, and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.8.2**.

7.8.2 Pricing Criteria.

7.8.2.1 Contractor Personnel Costs. Any cost or credit arising from a change in the quantity of the Contractor's on-site management (including supervision and administrative personnel) not subject to prevailing wage under ORC Chapter 4115 shall be calculated on an hourly basis according to the rates acceptable to the Contracting Authority.

.1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of Contractor Personnel Costs unless the Contractor actually incurs additional Contractor Personnel Costs solely on account of the associated change in the Work.

.2 Under no conditions will the increase under this **Section 7.8.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

7.8.2.2 Labor. Any cost or credit arising from a change in the quantity of field labor directly involved in the Work shall be based upon the actual rate of pay to the worker. If the Project is subject to payment of prevailing wage rates, field labor shall be paid according to the relevant classification of labor as established in the applicable prevailing wage determination for the Project locality, as determined by the Ohio Department of Commerce, Wage and Hour Bureau.

- .1 In no event will the Contractor be entitled to an increase in the Contract Sum on account of labor costs unless the Contractor actually incurs additional labor costs solely on account of the associated change in the Work.
- .2 Under no conditions will the increase under this **Section 7.8.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.8.2.1** for the Contractor and under **Section 7.8.2.10** for Subcontractors.

7.8.2.3 Fringes. Fringe benefit credit for labor provided under **Section 7.8.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio Department of Commerce's policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.8.2.4 Allowable Payroll Expenses. Allowable payroll expenses for labor provided under **Section 7.8.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state unemployment and workers' compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

7.8.2.5 Equipment Rentals. Any cost or credit arising from a change in the quantity of non-owned heavy or specialized equipment shall be based on the documented rental cost, but shall not exceed 100 percent of that documented cost. No rental charges shall be allowed for hand tools, minor equipment, simple scaffolds, etc. Downtime due to repairs, maintenance, and weather delays shall not be allowed. The Contractor shall submit copies of actual paid invoices to substantiate rental costs.

7.8.2.6 Owned Equipment. Any cost or credit arising from a change in the quantity of heavy or specialized equipment owned by the Contractor or Subcontractor performing the Work shall be based on the cost listed by the current edition of the Associated Equipment Distributors' *AED Blue Book* heavy equipment rental rates, but shall not exceed 100 percent of that documented cost. No recovery shall be allowed for hand tools, minor equipment, simple scaffolds, etc. The longest period of time that the equipment is to be required for the Work shall be the basis for the pricing. Downtime due to repairs, maintenance, and weather delays shall not be allowed.

7.8.2.7 Trucking. Any cost or credit arising from a change in the quantity of trucking shall be based on a reasonable delivery charge or per-mile trucking charge for delivery of required materials or equipment. Charges for use of a pick-up truck shall not be allowed.

7.8.2.8 Materials. Any cost or credit arising from a change in the quantity of materials incorporated into the changed Work shall be based on the actual cost (including all discounts, rebates, or related credits) of those materials. Documentation shall show costs, quantities, or Unit Prices of all items, as appropriate.

- .1 The cost or credit for reusable materials (e.g., concrete form lumber, shoring, or temporary enclosures) shall be limited to 33 percent of the material cost for each use.

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

- .1 In no event shall the Contract Sum adjustment per day of Contract Time adjustment exceed an amount equal to (1) the sum of the General Conditions Costs line items in the Contractor's Schedule of Values approved by the Contracting Authority, (2) divided by the total number of days of the original Contract Time for achievement of Substantial Completion.
- .2 The Contractor shall (1) exclude the Bond premium from the Schedule of Values for the purposes of the calculation under **Section 7.8.2.9.1**, and (2) include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.

- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall (1) exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.8.2.9.1**, and (2) include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

7.8.2.10 Subcontractor Overhead and Profit. Any cost or credit arising from a change in Subcontractor-performed Work shall include the Subcontractor's aggregate overhead and profit allowance equal to 15 percent of the sum of the Subcontractor's costs described under **Sections 7.8.2.2** through **7.8.2.8** that are associated with that changed Work.

- .1 The allowance applies to each Subcontractor tier. The Contractor is not entitled to recover overhead and profit under **Section 7.8.2.10** on account of changes in Contractor self-performed Work or Work the Contractor performs as a Subcontractor at any tier.

Example: Assume that (1) the Contractor is self-performing general trades Work and (2) the change in the Work includes both \$25,000 of electrical trade Work and \$10,000 of general trades Work. Under this **Section 7.8.2.10**, (1) the Contractor's Subcontractor would be entitled to overhead and profit mark-up but (2) the Contractor would not be entitled to any mark-up. Under **Section 7.8.2.11**, the Contractor would be entitled to Contractor's Fee mark-up on its self-performed Work and on the electrical Work. The amount of the Change Order would be calculated as follows: Subcontractor Change Order = \$25,000 + (\$25,000 x 15%) = \$28,750; Contractor Change Order = \$10,000 + \$28,750 + ((\$10,000 + \$28,750) x 10%) = \$42,625.

- .2 The allowance covers Subcontractor general conditions costs, home office overhead, and profit including, but not limited to: payroll costs, the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all costs related to Subcontractor-provided insurance, all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.8.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off Site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.8.2.2**, **7.8.2.3**, and **7.8.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.8.2.10.2**, for those portions of the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on Site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.8.2.2**, **7.8.2.3**, and **7.8.2.4** of these Pricing Criteria.

7.8.2.11 Contractor's Fee. Any cost or credit arising from a change in the Work shall include an allowance for the Contractor's Fee equal to (1) ten percent times (2) the sum of the costs described under **Sections 7.8.2.1** through **7.8.2.10** that are associated with that changed Work.

7.8.2.12 Miscellaneous. Any cost or credit arising from a change in Work may include the following costs with no allowance for Contractor's Fee under **Section 7.8.2.11** or Subcontractor overhead and profit under **Section 7.8.2.10**.

- .1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.8.2.2**, **7.8.2.3**, and **7.8.2.4**.
- .2 State sales tax shall be allowed on items as defined by **Section 12.7**.

7.8.3 Costs that shall not be reimbursed for changes in the Work include the following:

7.8.3.1 Voluntary employee deductions including, but not limited to, deductions for charitable donations or U.S. savings bonds.

7.8.3.2 Employee profit sharing.

7.9 Time Extension

7.9.1 Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.9**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, disruption of, or impact on the Work. This **Section 7.9** also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the Change Directive, Change Request, Claims, and dispute resolution processes on account of changes in the Work.

7.9.2 The Contractor shall substantiate all changes in the Contract Times with:

- 7.9.2.1** a written description of the nature of the interference, disruption, hindrance, or delay;
- 7.9.2.2** identification of Persons and events responsible for the interference, disruption, hindrance, or delay;
- 7.9.2.3** date or anticipated date of commencement of the interference, disruption, hindrance, or delay;
- 7.9.2.4** identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance, or delay, or new activities created by the interference, disruption, hindrance, or delay and the relationship with existing activities;
- 7.9.2.5** anticipated duration of the interference, disruption, hindrance, or delay and of any remobilization period;
- 7.9.2.6** specific number of days of extension requested and specific number of days for remobilization requested;
- 7.9.2.7** recommended action to avoid or minimize any future interference, disruption, hindrance, or delay; and
- 7.9.2.8** If the Contracting Authority requests, a Proposal as described under **Section 7.8** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

7.9.3 If the Contracting Authority requests, in addition to the requirements under **Section 7.9.2**, the Contractor shall also substantiate changes in the Contract Times with a prospective time-impact analysis (in native format), which illustrates the influence of each change on all affected Milestones and all affected activities. The Contractor shall submit the time-impact analysis within 30 days after the Contracting Authority requests, unless the Contracting Authority and Contractor agree otherwise.

7.9.3.1 The Contractor shall prepare the time-impact analysis consistent with a currently published, recognized standard for construction schedule analysis.

7.9.3.2 The Contractor shall prepare the time-impact analysis on the basis of **(1)** the last Construction Progress Schedule the Contracting Authority approved before the first day of the delay which is the subject of the analysis or **(2)** an interim update of the Construction Progress Schedule if the Contracting Authority determines that the period between the last approved Construction Progress Schedule and first day of the delay which is the subject of the analysis is too long.

7.9.3.3 The time-impact analysis shall include a fragmentary network analysis (fragnet), which **(1)** illustrates the sequence of new activities, activity revisions, or both, that the Contractor proposes to add to the Construction Progress Schedule upon which the time-impact analysis is based and **(2)** mathematically and graphically demonstrates the influence and proper measurement of the delay and how the Contractor proposes to incorporate that delay into the Construction Progress Schedule.

7.9.3.4 The time-impact analysis shall include a written narrative of the analysis.

7.9.4 Critical Path. Time extensions shall depend upon the extent to which the Work on the critical path of the Construction Progress Schedule is affected, if applicable.

7.9.4.1 A Change Order granting a time extension may provide that the Contract Times shall be extended for only those specific elements so interfered with, disrupted, hindered, or delayed and related remobilization and that remaining Milestone dates shall not be altered and may further provide for adjustment of Liquidated Damages.

7.10 Weather Delays

7.10.1 The parties expect adverse weather to delay the Work to some extent, and have included in the Contract Times a certain number of Work Days lost on account of adverse weather as follows:

Month	Expected Number of Work Days Lost Due to Weather
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4

September	5
October	6
November	6
December	6

7.10.2 The Contractor will not be entitled to an extension of the Contract Times on account of adverse weather unless the actual number of Work Days lost due to adverse weather in a particular calendar month exceed the expected number of Work Days lost in that calendar month due to adverse weather. The Contractor shall reconcile lost Work Days with the A/E on a weekly basis.

7.10.3 A Work Day will be “lost” if adverse weather reduces the Contractor’s efficiency on the Work on the critical path that Work Day to less than 50%. The Contractor shall substantiate its claim that its efficiency on the Work on the critical path that Work Day was less than 50%.

7.10.4 If the Contractor reasonably believes that it is entitled to an extension of the Contract Times on account of Work Days lost due to adverse weather in a particular month, the Contractor shall initiate a Change Request **(1)** as required under **Section 7.6**, and **(2)** within the time period required under **Section 7.6** which begins to run on the last calendar day of that month.

7.11 Examination and Audit of Contractor’s Records

7.11.1 The Contracting Authority and Owner may examine all books, records, documents and other data of the Contractor and its Subcontractors related to the bidding, pricing, or performance of the Work for the purpose of evaluating any Contractor Payment Request, Proposal, Modification, or Claim.

7.11.2 The above referenced materials shall be made available at the office of the Contractor or Subcontractor, as applicable, at all reasonable times for inspection, audit, and reproduction until the expiration of ten years after the date of Substantial Completion of all Work.

7.11.2.1 The Contractor shall maintain and require its Subcontractors to maintain complete and accurate business records at its principal place of business. If the principal place of business is greater than 50 miles from the Site, the Contractor shall timely make records available, and shall require its Subcontractors to timely make records available, at the office of the Contracting Authority or Owner upon request for the records.

7.11.3 To the extent that the Contractor or Subcontractor, as applicable, informs the Contracting Authority or Owner in writing that any documents provided to the Contracting Authority or Owner are trade secrets, the Contracting Authority or Owner shall treat those documents, to the extent permitted by Applicable Law, as trade secrets of the Contractor or Subcontractor, as applicable.

7.11.3.1 If a dispute arises with any other Person about whether that Person should be given access to the documents, the Contractor or Subcontractor as applicable, shall indemnify the Contracting Authority and Owner against all costs, expenses, and damages, including but not limited to attorneys’ fees, incurred or paid by reason of that dispute.

7.11.4 The right of inspection, audit, and reproduction extends to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.

7.11.5 If the Contract has been terminated in whole or in part, the records relating to the Work terminated shall be made available to the Contracting Authority or Owner for a period of ten years from the date of any applicable final settlement or payment, as applicable.

7.11.6 Records that relate to disputes, litigation, or settlement of Claims arising out of the performance of the Work shall be made available until the dispute, litigation or Claims have been finally decided or settled.

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

8.1.1 Every Claim shall accrue upon the date of occurrence of the event giving rise to the Claim.

8.1.2 The Contractor shall initiate every Claim by giving written notice of the Claim to the A/E and Contracting Authority within ten days after occurrence of the event giving rise to the Claim, including:

8.1.2.1 with regard to a Change Directive, the ten-day time limit on initiating a Claim begins to run on the earlier of the date that **(1)** the Contracting Authority issues its determination under **Sections 7.3.8** or **7.3.12**; **(2)** the A/E issues

a Change Order to the Contractor under **Sections 7.3.8 or 7.3.12**; (3) the Contracting Authority rejects the Contractor's Proposal in whole or in part under **Section 7.3.13**; or (4) the Contracting Authority is deemed to have rejected the Contractor's Proposal in whole or in part under **Section 7.3.14**; and

8.1.2.2 with regard to a Change Request, the ten-day time limit on initiating a Claim begins to run on the earlier of the date that (1) the Contracting Authority issues its determination under **Section 7.6.5**; (2) the A/E issues a Change Order to the Contractor under **Section 7.6.5**; (3) the Contracting Authority rejects the Contractor's Proposal in whole or in part under **Section 7.6.6**; or (4) the Contracting Authority is deemed to have rejected the Change Request in whole or in part under **Section 7.6.7**.

8.1.3 The Contractor's written notice of a Claim shall provide the following information to permit timely and appropriate evaluation of the Claim, determination of responsibility, and opportunity for mitigation:

8.1.3.1 nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.8** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

8.1.3.2 identification of the circumstances responsible for causing the impact, including, but not limited to, the date or anticipated date, of the commencement of any interference, disruption, hindrance, or delay;

8.1.3.3 identification of activities on the Construction Progress Schedule that will be affected by the impact or new activities that may be created and the relationship with existing activities;

8.1.3.4 anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay, or impact, and any remobilization period;

8.1.3.5 the Contractor's completed and planned actions to mitigate damages by avoiding interference, disruption, hindrance, delay, or impact; and

8.1.3.6 recommended action to avoid or minimize any interference, disruption, hindrance, delay, or impact.

8.1.4 The Contractor's failure to initiate a Claim as and when required under this **Section 8.1** will constitute the Contractor's irrevocable waiver of the Claim.

8.2 Substantiation of Claims – General Requirements

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit three copies of all information and statements required to substantiate a Claim as provided in this **Article 8** and all other information that the Contractor believes substantiates the Claim. The Contractor shall file the three copies by delivering one copy to the A/E, one copy to the Owner, and one copy to the Contracting Authority.

8.2.2 The Contractor shall substantiate all of its Claims by providing the following minimum information:

8.2.2.1 a narrative of the circumstances, which gave rise to the Claim, including without limitation the start date of the event or events and the actual or anticipated finish date;

8.2.2.2 detailed identification of the Work (e.g., activity codes from the Construction Progress Schedule) affected by the event giving rise to the Claim;

8.2.2.3 copies of the Contractor's daily log (**Section 6.2.14**) for each day of impact;

8.2.2.4 copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.2.2.5 copies of the Contractor's most-recent income statement and complete and detailed job-cost report, including segregated general and administrative expenses for the most-recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included; and

8.2.2.6 the notarized certification described under **Section 8.5.1.1**.

8.2.3 The Contractor's failure to comply with the requirements of this **Section 8.2** will constitute an irrevocable waiver of any related Claim.

8.3 Substantiation of Claims – Increase of the Contract Sum

8.3.1 The Contractor shall substantiate each Claim for an increase of the Contract Sum with:

8.3.1.1 written documentation as described under **Section 7.8** of the actual additional costs to the Contractor due to the event giving rise to the Claim; and

8.3.1.2 the general substantiation documentation described under **Section 8.2**.

8.3.2 The Contractor's failure to comply with the requirements of this **Section 8.3** will constitute an irrevocable waiver of any related Claim.

8.4 Substantiation of Claims – Extension of the Contract Times

8.4.1 The Contractor shall substantiate each Claim for an extension of the Contract Times with:

8.4.1.1 written documentation as described under **Section 7.9** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

8.4.1.2 a Proposal as described under **Section 7.8** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.1**; and

8.4.1.3 the general substantiating documentation described under **Section 8.2**.

8.4.2 The Contractor's failure to comply with the requirements of this **Section 8.4** will constitute an irrevocable waiver of any related Claim.

8.5 Certification of the Claim

8.5.1 The Contractor shall certify each Claim within 30 days after initiating the Claim under **Section 8.1** by providing the notarized certification specified in **Section 8.5.1.1**, signed and dated by the Contractor:

8.5.1.1 "The undersigned Contractor certifies that the Claim is made in good faith; that the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; that the amount of money, time, or both requested is a fair, reasonable, and necessary adjustment; that the amount of money, time, or both requested is the entire amount of money, time, or both to which the Contractor is entitled on account of the Claim; and that the undersigned is duly authorized to certify the Claim on behalf of the Contractor."

8.5.2 The date that the Contractor's certified and fully substantiated Claim is received by the Contracting Authority, or the date that the Contractor is required to certify and fully substantiate a Claim pursuant to **Sections 8.2.1** and **8.5.1**, shall trigger the 120-day period for exhaustion of administrative remedies pursuant to ORC Section 153.16(B).

8.5.3 The Contractor's failure to comply with the requirements of this **Section 8.5** will constitute an irrevocable waiver of any related Claim.

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Subject to other provisions of the Contract, the Contractor will be entitled only to an extension of the Contract Times on account of delay in the commencement or progress of Work on the critical path of the Construction Progress Schedule caused by acts of Nature or the public enemy, acts of the government not arising from the Contractor's failure to comply with Applicable Law, fires, floods, epidemics, weather, and labor disputes beyond the Contractor's control.

8.6.2 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum, or an extension of the Contract Times, or both:

8.6.2.1 on account of the impact of any normal adverse weather on any of the Work or on account of the impact of any abnormal adverse weather as indicated under **Section 7.10** on Work not on the critical path;

8.6.2.2 to the extent that a delay occurs concurrently with a delay attributable to the Contractor; or

8.6.2.3 on account of the delay of any Work not on the critical path.

8.6.3 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages on account of a delay in the commencement or progress of Work on the critical path unless **(1)** the delay is caused by the Owner and **(2)** the delay was not authorized or permitted under the Contract.

8.6.4 Notwithstanding any other provision of the Contract Documents to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum or any type of damages arising from a delay in the commencement or progress of any of the Work caused by the occurrence or non-occurrence of an event beyond the Owner's control such as acts of Nature or the public enemy, acts of the government, fires, floods, epidemics, labor disputes, unusual delivery delays, weather, or damages caused by the Contractor.

8.6.5 Derivative Claims. Notwithstanding any other provision of the Contract to the contrary, if the Owner prosecutes a claim, suit, or appeal against a Separate Consultant or Separate Contractor to recover damages the Contractor suffers on account of the acts or neglects of a Separate Consultant or Separate Contractor or a person or entity for whom either is

legally responsible, the Owner's liability to the Contractor shall not exceed the amount the Owner actually recovers from the Separate Consultant or Separate Contractor on account of those damages less the costs the Owner incurs recovering them. The Owner is not obligated to prosecute any such claim, suit, or appeal.

8.7 Liquidated Damages

8.7.1 If the Contractor fails to achieve a Milestone within the associated Contract Time, it would be difficult, if not impossible, to determine the Owner's resulting damages. Therefore, if the Contractor fails to achieve a Milestone within the associated Contract Time, the Contractor shall (at the Owner's option) pay to or credit the Owner the Liquidated Damages per day sum determined according to the following schedule for each day that the Contractor fails to achieve a Milestone within the associated Contract Time. If the Project involves more than one Phase as explicitly identified in the Agreement, the Contract Sum in the below schedule refers to the total Contract Sum for each of the Phases individually as opposed to the aggregate Contract Sum for all Phases.

Contract Sum	Liquidated Damages per day for Milestones other than the Punch List Milestone	Liquidated Damages per day for the Punch List Milestone
Less than \$1,000,000	\$500	\$125
From \$1,000,000.01 to \$2,000,000	\$1,000	\$250
From \$2,000,000.01 to \$5,000,000	\$2,000	\$500
From \$5,000,000.01 to \$10,000,000	\$5,000	\$1,250
From \$10,000,000.01 to \$20,000,000	\$7,500	\$1,875
From \$20,000,000.01 to \$50,000,000	\$10,000	\$2,500
More than \$50,000,000	\$15,000	\$3,750

8.7.2 The Liquidated Damages described in this **Section 8.7** are only intended to compensate the Owner for the damages it incurs as a direct result of the Contractor's failure to achieve the Milestones within their associated Contract Times.

8.7.3 The Liquidated Damages described in this **Section 8.7** are not intended to compensate the Owner for any damages the Owner incurs on account of **(1)** any claims attributable to the Contractor that are brought by others including Separate Consultants and Separate Contractors as a result of the Contractor's failure to achieve the Milestones within their associated Contract Times or **(2)** any failure of the Contractor to timely, properly, and completely perform the Contract other than the failure to achieve the Milestones within their associated Contract Times.

8.7.4 The parties acknowledge that the above-listed Liquidated Damages per day sums are not penalties but are a reasonable estimate of the damages the Owner itself would incur as a direct result of the Contractor's failure to achieve the Milestones within their associated Contract Times. The parties each irrevocably waive the right (if any) to challenge the validity and enforceability of those Liquidated Damages per day sums. Notwithstanding any other provision of the Contract Documents to the contrary, if a court determines that the Liquidated Damages per day sums or their application are void and unenforceable, the Owner shall be entitled to recover the actual damages that it incurs on account of the Contractor's failure to achieve one or more of the Milestones within the Contract Times.

8.7.5 In addition to other rights that the Owner may have relative to the Liquidated Damages, the Contracting Authority may deduct Liquidated Damages from the Contract Sum as the damages accrue. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

8.8 Mutual Waiver of Consequential Damages

8.8.1 Except as provided under **Section 8.8.2**, the Owner and Contractor each waive against the other all Claims for consequential damages that may arise out of or relate to this Contract.

8.8.1.1 The Owner's waiver includes Claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Contract or related to insolvency.

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.8**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

8.8.2 Notwithstanding **Section 8.8.1**, this **Section 8.8**:

8.8.2.1 does not apply to any damages that would be covered by insurance provided in connection with the Project if the Contract did not include **Section 8.8.1**;

8.8.2.2 does not apply to the Contractor's indemnity obligations for third-party claims against the Indemnified Parties even if those claims are for damages that **Section 8.8.1** would otherwise preclude;

8.8.2.3 does not preclude the Owner's recovery of Liquidated Damages under **Section 8.7**; and

8.8.2.4 does not apply to Claims for damages arising from the Owner's or the Contractor's gross negligence or willful misconduct.

8.8.3 This **Section 8.8** shall survive termination of the Contract.**8.9 Review of the Claim****8.9.1** The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

8.9.1.1 a narrative of the A/E's examination of the facts giving rise to the Claim;

8.9.1.2 identification of relevant Contract Documents and language;

8.9.1.3 an analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, without limitation, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

8.9.1.4 an analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

8.9.1.5 an analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

8.9.1.6 a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

8.9.1.7 an appendix containing copies of contemporaneous documentation supporting the concluding opinion.

8.9.2 The A/E shall submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim.

8.10 Claim Decision

8.10.1 The Project Manager shall examine the Contractor's Claim and A/E's analysis.

8.10.2 The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis. The Project Manager may employ independent resources to assist in its review, or refer evaluation of the Claim to a consultant.

8.10.3 If the Contractor and Owner agree with the Project Manager's decision, the decision shall be incorporated into a Change Order.

8.10.4 Any Claim remaining unresolved after completion of the process described under this **Section 8.10** shall be subject to Claim decision review as described under **Section 8.11**.

8.11 Claim Decision Review

8.11.1 The Contractor may request review of the Project Manager's decision by written notice delivered by certified mail within 14 days after the Project Manager's decision.

8.11.1.1 If the Project is administered by the Commission, jointly administered by the Commission and a public school district, or locally administered by authority granted to an agency of the state of Ohio by the Commission, the written notice shall be delivered to the Executive Director of the Commission.

8.11.1.2 If the Project is locally administered by an Institution of Higher Education under ORC Section 3345.50 or ORC Section 3345.51, the written notice shall be delivered to the Institutional Designee who will review the Project Manager's decision instead of the Commission.

8.11.2 The Commission or Institutional Designee, as applicable, shall schedule and conduct a meeting within 30 days after receiving the Contractor's request for review. The Commission or Institutional Designee may employ independent resources to assist in the meeting and review.

8.11.3 The Commission or Institutional Designee, as applicable, shall determine the final disposition of the Contractor's request for review and provide a written decision to the Contractor and Owner within 14 days after the meeting.

8.11.4 The decision of the Commission or Institutional Designee is the final administrative decision of the Contracting Authority as described under ORC Section 153.12(B).

8.11.5 If the Contractor and Owner agree with the Commission's or the Institutional Designee's decision, the decision shall be incorporated into a Change Order.

8.11.6 Any Claim remaining unresolved after completion of the process described under this **Section 8.11** shall be subject to litigation, which may be preceded by Alternative Dispute Resolution ("ADR") as described under **Section 8.13**.

8.12 Delegation

8.12.1 No provision of this **Article 8** shall prevent the Executive Director from delegating the duties or authorities of the Commission to any other person selected at the Executive Director's sole discretion.

8.13 Alternative Dispute Resolution

8.13.1 At any point in the Claims and dispute-resolution processes, the Project's key stakeholders may agree to enter into non-binding ADR including progressive negotiation, dispute review board, mediation, or another non-binding ADR procedure accepted by all of the Project's key stakeholders.

8.14 Audit of the Claim

8.14.1 All Claims shall be subject to audit at any time following filing of the Claim, whether or not the Claim is part of a lawsuit.

8.14.2 The audit may be performed by employees of the Contracting Authority or by a consultant engaged by the Contracting Authority.

8.14.3 The audit may begin upon ten-days' notice to the Contractor or affected Subcontractor.

8.14.4 The Contractor shall cooperate with the request.

8.14.5 Failure of the Contractor or Subcontractor to produce sufficient records to allow the Contracting Authority to audit and verify a Claim will constitute an irrevocable waiver of the Claim or portion of the Claim that could not be completely audited.

8.14.6 The Contractor shall make available to the Contracting Authority all Contractor and Subcontractor documents related to the Claim including, without limitation, the following documents:

8.14.6.1 daily time sheets and superintendent's daily reports;

8.14.6.2 union agreements, if any, and employer agreements;

8.14.6.3 insurance, welfare, fringes, and benefits records;

8.14.6.4 payroll register;

8.14.6.5 earnings records;

8.14.6.6 payroll tax returns;

8.14.6.7 material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;

8.14.6.8 material cost distribution worksheets;

8.14.6.9 equipment records (list of Contractor equipment, rates, etc.);

8.14.6.10 vendor rental agreements and Subcontractor invoices;

8.14.6.11 Subcontractor payment certificates;

8.14.6.12 canceled checks (payroll and vendors);

8.14.6.13 complete and detailed job-cost report;

8.14.6.14 job payroll ledger;

8.14.6.15 general ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in those ledgers and journals;

8.14.6.16 cash disbursements journal;

8.14.6.17 financial statements for all years reflecting operations on the Project;

8.14.6.18 income tax returns for all years reflecting operations on the Project;

8.14.6.19 depreciation records on all equipment utilized whether the records are maintained by the Contractor, its accountant, or others;

8.14.6.20 if a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all other source documents;

8.14.6.21 all documents that reflect the Contractor's actual profit and overhead during the years the Project was being performed;

8.14.6.22 all documents related to the preparation of the Contractor's Bid(s), including the final calculations on which the Bid was based, unless the documents are placed in escrow under provisions of the Instructions to Bidders;

8.14.6.23 all documents that relate to the Claim together with all documents that support the amount of damages as to the Claim;

8.14.6.24 worksheets used to prepare the Claim establishing the cost components for items of the Claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents that establish the periods of time, individuals involved, the hours and rate of pay for the individuals; and

8.14.6.25 all other documents required by the Contracting Authority to reasonably review the Claim.

8.15 False Certification of the Claim

8.15.1 If the Contractor falsely certifies all or any part of a Claim, the portion of the Claim falsely certified shall be denied, and may be sufficient cause for the State to debar the Contractor from future State contracting opportunities as permitted by Applicable Law.

8.16 Performance and Payment

8.16.1 The Contractor shall proceed with the Work during any dispute resolution process, unless otherwise agreed by the Contractor and Contracting Authority in writing.

8.16.2 The Contracting Authority shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a Claim, unless otherwise agreed by the Contractor and Contracting Authority in writing.

ARTICLE 9 - COMPENSATION AND PAYMENT

9.1 Allowances

9.1.1 The Contract Sum includes the Allowances (if any) identified in the Contract.

9.1.2 Unless otherwise explicitly stated in the Agreement, Allowance amounts cover all compensation to which the Contractor would be entitled for completing the associated Work, including without limitation the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances delivered, unloaded, handled, and installed at the Site; all associated labor costs of every kind; all applicable taxes; and the Contractor's Fee.

9.1.3 Before final payment, an appropriate Change Order will be issued to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Work covered by Allowances.

9.2 Unit Prices

9.2.1 Unless otherwise explicitly stated in the Agreement:

9.2.1.1 The Contract Sum includes the Unit Price Work (if any) identified in the Agreement.

9.2.1.2 Where the Contract provides that all or part of the Work is to be Unit Price Work, initially the Contract Sum will include for all Unit Price Work **(1)** an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Contract plus **(2)** the Contractor's Fee, which is included in the Unit Prices.

9.2.1.3 The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Sum. The Contracting Authority will determine the actual quantities and classifications of Unit Price Work performed by Contractor.

9.2.2 Before final payment, an appropriate Change Order will be issued as described under **Section 7.1.5** to reconcile the Contract Sum so that it reflects actual amounts due to the Contractor on account of Unit Price Work actually performed including an associated adjustment on account of the Contractor's Fee.

9.3 Schedule of Values

9.3.1 Within ten days after receipt of the Notice to Proceed, or other period as mutually agreed by the Contractor and Contracting Authority, the Contractor shall submit to the A/E a Schedule of Values on a form published by the Commission, with separate amounts shown for labor and materials for each branch of Work, following the numbers and titles of the Construction Specifications Institute's *MasterFormat* for individual work results, or *UniFormat* for assemblies in place.

9.3.1.1 The Contractor shall clearly indicate on the Schedule of Values, the amount(s) allocated, including separate items for Contractor's Fee, for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate, and separate items for Contractor's Fee.

9.3.2 The grand total shown on the Schedule of Values shall equal the total Contract Sum. The Contracting Authority may use the approved Schedule of Values to determine the cost or credit to the Owner resulting from any change in the Work.

9.3.2.1 The first items shall be a breakdown of General Conditions Costs.

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item and include Contractor's Fee. Separate line items shall not be shown for Contractor's Fee, except as provided under **Section 9.3.1.1**.

9.3.2.3 If the material allocation exceeds 55 percent of the Contract Sum, the Contractor shall provide, upon request, sufficient information to support the higher percentage.

9.3.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.

9.3.2.5 When more than one major structure is included in the Work, the Contractor shall subdivide the Schedule of Values accordingly, with cost details for each structure shown separately.

9.3.2.6 The line items shall be coordinated with line items in the Project Schedule, which may require division of items of Work by area of the Project by floor, phase, or other appropriate area.

9.3.2.7 Mechanical and electrical Work shall be included in separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.3.2.8 Line items shall be included for each Allowance, Coordination Drawings, Punch List Work, Project Record Document Submittals, delivery of attic stock, and specified demonstrations and training.

9.3.3 The A/E may return the Schedule of Values to the Contractor for re-submittal if it does not meet the requirements or contains insufficient items or details of the Work, or approve the Schedule of Values if the A/E determines that it conforms to this **Section 9.3**.

9.3.4 No payment shall be made until the A/E has approved the Contractor's Schedule of Values.

9.4 Contractor Payment Request

9.4.1 After the Date of Commencement, the Contractor may request payment of the Contract Sum. The Owner will pay the Contract Sum to the Contractor on a percent-complete progress basis.

9.4.2 The Contractor may submit a Contractor Payment Request to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month. The Contractor shall base each Contractor Payment Request on the Schedule of Values current as of the date that the Contractor submits the Contractor Payment Request.

9.4.2.1 The Contractor shall support each Contractor Payment Request with documentation substantiating the Contractor's right to payment. The Contractor shall supply additional documentation as the A/E may request in connection with each payment to the Contractor.

9.4.2.2 The Contracting Authority may require proof of the renewal of required insurance as a condition precedent to payment.

9.4.2.3 The Contractor shall attach certified payroll reports for the relevant period to one copy of each Contractor Payment Request, see **Document 00 73 43 - Prevailing Wage Requirements**.

9.4.2.4 The Contractor may list on the Contractor Payment Request any Change Orders approved and performed prior to submission of the Contractor Payment Request.

9.4.2.5 The Contractor shall submit its Contractor Payment Request using the Contractor Payment Request form or forms current at the time of each application and as provided by the Contracting Authority in the manner prescribed by the Contracting Authority.

9.4.2.6 The Contractor shall submit one draft copy of its Contractor Payment Request (“Pencil Copy”) to the A/E not less than one week prior to submitting multiple copies of its Contractor Payment Request. The A/E shall review the Pencil Copy and provide comments to the Contractor within three days after receiving it. The Contractor shall incorporate the A/E’s comments into its Contractor Payment Request prior to submitting multiple copies for payment.

9.4.2.7 The Contractor shall clearly indicate on the Contractor Payment Request, the amount(s) requested for each EDGE-certified Business used in the performance of the Contract. The amount(s) shall indicate labor and materials, as appropriate.

9.4.2.8 The Contractor shall submit an electronic copy of the Contractor Payment Request to the A/E with its paper copies of the Contractor Payment Request for collection and reporting of information used for contract compliance evaluation and statistical purposes. The Contractor may issue the copy in any electronic media acceptable to the Contracting Authority.

9.4.3 Payments for Unit Price Work shall be made to the Contractor only for the authorized actual quantities of Work performed or materials furnished in accordance with the Contract Documents.

9.4.4 Subject to **Section 9.8**, the Owner shall pay an approved Contractor Payment Request within 30 days after the date the A/E recommends acceptance of the Contractor Payment Request.

9.5 Retainage on Labor Payments

9.5.1 Partial payments to the Contractor for labor shall be made at the rate of 96 percent of the amount invoiced through the Contractor Payment Request.

9.5.2 If the Project involves more than one Phase as explicitly identified in the Agreement, this **Section 9.5** will apply on a per-Phase basis.

9.6 Release of Retainage on Labor Payments

9.6.1 When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds, the retained funds shall be paid to the Contractor within 30 days after the Contractor’s request, except to the extent necessary, in the Contracting Authority’s sole discretion, to assure the Contractor’s faithful completion of the Work including but not limited to compliance with **Section 6.26.2**.

9.6.2 Upon consent of the Contractor’s Surety, the Contracting Authority may reduce the amount of funds retained for the faithful performance of Work by up to 50 percent of the amount of funds required to be retained, provided the Contractor’s Surety remains responsible for all damages that may be caused due to default by the Contractor, including, but not limited to, the following:

9.6.2.1 completion of the Work;

9.6.2.2 all interference, disruption, hindrance, and delay claims;

9.6.2.3 all Liquidated Damages; and

9.6.2.4 all additional expenses incurred by the State.

9.6.3 Funds retained until Contract Completion will be paid to the Contractor as described under **Section 6.31.2**.

9.6.4 If the funds retained under **Section 9.5** accrued interest while withheld from the Contractor, the payments of those retained funds to the Contractor will include that accrued interest.

9.6.5 If the Project involves more than one Phase as explicitly identified in the Agreement, this **Section 9.6** will apply on a per-Phase basis.

9.7 Retainage on Material Payments

9.7.1 The Owner shall pay the Contractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

9.7.2 The Owner shall pay the Contractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value , for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Contractor provides the following information with the Contractor Payment Request:

9.7.2.1 a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices verifying quantity and cost, written evidence of insurance covering the off-site stored materials; and

9.7.2.2 a certification of materials stored off-site, prepared by the Contractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Contractor shall directly reimburse the A/E for all costs incurred to visit a storage site, other than the areas adjacent to the Project.

9.7.3 The Owner shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

9.7.4 When payment is allowed for materials delivered to the Site or other approved off-site storage location but not yet incorporated into the Project, the materials are the property of the Owner.

9.7.4.1 The Owner may, at its sole discretion, retain any material not ultimately incorporated into the Project or return it to the Contractor for credit of an amount proportionate to the value of the extra materials.

9.8 Payments Withheld

9.8.1 The A/E may recommend to the Contracting Authority that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request.

9.8.2 The Contracting Authority may reject any Contractor Payment Request or part thereof, or withdraw any previous Contractor Payment Request, in whole or in part, to the extent necessary in the Contracting Authority's sole opinion to protect the Owner from loss because of:

9.8.2.1 Defective Work not remedied;

9.8.2.2 damage caused by the Contractor;

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

9.8.2.4 reasonable evidence that the Work will not be completed within the Contract Times, and that the unpaid balance would not be adequate to cover damages under the Contract Documents for the anticipated delay;

9.8.2.5 failure to comply with Applicable Law including, but not limited to, the requirements of ORC Chapter 4115;

9.8.2.6 failure to timely submit EDGE Participation Reports in accordance with **Section 1.8.2**;

9.8.2.7 failure to timely identify the Contractor's proposed Subcontractors in accordance with **Section 4.1.1**;

9.8.2.8 failure to timely fulfill the Contractor's obligations related to the Construction Progress Schedule;

9.8.2.9 failure to carry out the Work in accordance with the Contract Documents; or

9.8.2.10 that which is permitted under other provisions of the Contract Documents.

9.8.3 The Contracting Authority shall notify the Owner, Contractor, and A/E in writing of the Contracting Authority's exercise of its rights under **Section 9.8.2**. If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

9.8.4 If the Contractor takes exception to the withholding of payments under **Section 9.8.2**, the Contractor shall initiate a Claim as and when required under **Article 8**.

9.9 Final Contractor Payment Request

9.9.1 The Contractor, as a condition precedent to Contract Completion and final payment, shall complete all requirements of the Contract Documents.

9.9.1.1 The Contractor and each of its Subcontractors, regardless of tier, shall execute a Payment Release Affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115, and to certify that all of its Subcontractors have been paid in full for all Work performed or materials furnished for the Project.

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days after the date the A/E recommends acceptance of the final Contractor Payment Request.

9.9.3 Acceptance of final payment by the Contractor or a Subcontractor constitutes the payee's waiver of all claims against the State except those previously made in writing under **Article 8** and identified by that payee as unsettled at the time of the final Contractor Payment Request.

ARTICLE 10 - BONDS, INSURANCE, AND INDEMNIFICATION

10.1 Payment and Performance Bonds

10.1.1 Before signing the Agreement, the Contractor shall provide the Bond required under Applicable Law and below:

10.1.1.1 If the Contractor provided **Document 00 43 13 - Bid Security Form** as its Bid Guaranty, then that form shall be the Bond.

10.1.1.2 If the Contractor provided another form of Bid Guaranty, then **Document 00 61 13 - Performance and Payment Bond Form** shall be the Bond.

10.1.1.3 Each Surety under the Bond shall be licensed to do business in Ohio and satisfactory to the Contracting Authority.

10.1.1.4 If there is more than one Surety under the Bond, each of them shall be jointly and severally liable as surety under the Bond.

10.1.1.5 Unless the Contracting Authority and the Owner are the same entity, the Bond shall name as co-obligees **(1)** the State by and through the Contracting Authority and **(2)** the Owner.

- .1** If any document is used to name the required co-obligees of the Bond (e.g., a form commonly known as a "dual obligee rider"), that document will not alter the terms of the Contract in any way or the terms of the Bond in any way beyond merely naming the co-obligees notwithstanding any term of that document to the contrary.
- .2** The Surety will not be obligated to more than the Penal Sum of any Bond solely on account of the existence of more than one obligee under that Bond.

10.1.1.6 The penal sum of the Bond, when initially submitted, shall be equal to one-hundred percent of the Contract Sum.

10.1.2 The Contractor shall submit with the executed Bond **(1)** a certified copy of the authority to act (power of attorney) of the agent signing the Bond on behalf of the Surety and **(2)** a current and signed Certificate of Compliance under ORC Section 9.311 issued by the Ohio Department of Insurance showing the Surety is licensed to do business in Ohio.

10.1.3 If the Contract Sum increases at any time such that it exceeds the penal sum of the Bond, the Contractor shall cause the penal sum of the Bond to be increased such that the penal sum equals one-hundred percent of the increased Contract Sum.

10.1.4 Any time the Contractor increases the penal sum of the Bond under **Section 10.1.3**, the Contractor shall deliver to the Contracting Authority an Acknowledgment of Surety from the affected Surety or Sureties to evidence the Surety's or Sureties' receipt of notice of the increased penal sum.

10.1.4.1 The Contracting Authority's receipt of the required Acknowledgement(s) of Surety is a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase of the penal sum.

10.1.4.2 The Contractor's failure to submit a required Acknowledgment of Surety or a Surety's failure or refusal to provide an Acknowledgment of Surety will not relieve the Surety of its obligation for the increased penal sum.

10.1.4.3 If any Surety fails or refuses to provide a required Acknowledgement of Surety, the Contracting Authority may require the Contractor to deliver to the Contracting Authority a new Bond showing the increased penal sum and written consent of the affected Surety or Sureties confirming the increased penal sum. In that event, the Contracting Authority's receipt of replacement Bonds will be a condition precedent to the Owner's obligation to pay the Contractor for any portion of the Work associated with the increase of the penal sum.

10.1.4.4 Each Acknowledgment of Surety shall be **(1)** on a form provided by the Contracting Authority and **(2)** subject to the acceptance of the Contracting Authority.

10.1.5 If at any time prior to final payment, any surety providing a Bond for the Project **(1)** is adjudged bankrupt or has made a general assignment for the benefit of its creditors; **(2)** has liquidated all assets or has made a general assignment for the benefit of its creditors; **(3)** is placed in receivership; **(4)** otherwise petitions a state or federal court for protection from its creditors; or **(5)** allows its license to do business in Ohio to lapse or to be revoked, then the Contractor shall, within 21 days after any such action listed above, provide the Contracting Authority with a new Bond in the form and

amount described in this **Section 10.1**. The Contracting Authority's receipt of a replacement Bond is a condition precedent to the Owner's obligation to pay the Contractor.

10.1.6 If notice of any change affecting the Contract is required by any Surety or by the provision of any Bond, the Contractor shall provide that notice.

10.2 Contractor's General Insurance Requirements

10.2.1 Throughout the performance of the Work or longer as may be described below, the Contractor shall obtain, pay for, and keep in force, the minimum insurance coverage described in this **Article 10**.

10.2.1.1 Each requirement of this **Article 10** applies to Subcontractors just as it applies to the Contractor.

10.2.1.2 If a Subcontractor's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Subcontractor, the Contractor shall submit to the Contracting Authority **(1)** a certificate of insurance evidencing the insurance the Subcontractor will carry without additional compensation and **(2)** if the Contracting Authority requests, a written proposal from the Subcontractor to provide coverage that meets the minimum coverage requirements. The Contracting Authority will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

.1 Notwithstanding any other provision of the Contract to the contrary, the Contractor will not be entitled to any increase of the Contract Sum, Contract Times, or both on account of the Contracting Authority's refusal to accept a Subcontractor's nonconforming insurance coverage.

10.2.1.3 On a case-by-case basis, the Contracting Authority and Contractor may agree to adjust the below requirements for any particular Subcontractor.

10.2.2 Before starting the Work on the Site, upon renewal of any policy, and upon a change of any insurance carrier, the Contractor shall deliver to the Contracting Authority certificates evidencing that the required insurance is in force.

10.2.2.1 Certificates of insurance for other than government-controlled workers' compensation insurance shall identify **(1)** all below-required additional insureds and **(2)** the Project name.

10.2.3 With the exception of government-controlled workers' compensation coverage:

10.2.3.1 the Contractor shall place the insurance with companies that **(1)** are satisfactory to the Contracting Authority, **(2)** hold an A.M. Best Rating of A-, X, or higher, and **(3)** are authorized to conduct business in Ohio;

10.2.3.2 the policies shall be endorsed to require the Contractor's insurance carrier to **(1)** provide 30-days' written notice to the Contracting Authority (as certificate holder) of the cancellation or non-renewal of the insurance and **(2)** provide at least ten-days' written notice to the Contracting Authority (as certificate holder) of the cancellation of the insurance for non-payment of premium; and

10.2.3.3 within 30 days after the Contracting Authority's request, the Contractor shall submit insurance-company certified copies of the policies, the policy endorsements, loss-run reports, or all three.

10.2.4 The Contractor shall pay all deductibles, or self-insured retentions, or both contained in the Contractor's policies of insurance required or provided in connection with the Project. The Contracting Authority reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Contractor may use to comply with any insurance requirement.

10.2.5 The Contractor shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Contracting Authority purchases for the Project. The Contractor's proportionate share will derive from the percentage of the associated claim or loss attributable to the alleged or actual negligence of the Contractor or a Subcontractor.

10.2.6 The Contracting Authority and Owner do not represent that required coverage or limits are adequate to protect the Contractor.

10.2.7 Failure of the Contracting Authority to demand a certificate or other evidence of full compliance with the insurance requirements or failure of the Contracting Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain the required insurance.

10.2.8 The Contracting Authority may terminate the Contract for cause on account of the Contractor's failure to maintain required insurance.

10.3 Contractor's Minimum Coverage Requirements

10.3.1 Workers Compensation. The Contractor shall maintain workers' compensation coverage meeting the requirements of Applicable Law including, without limitation, the Jones Act and the Longshore & Harbor Workers Compensation Act if Work involves hazards arising from work on or near navigable waterways, including vessels and docks.

10.3.2 Employers' Liability Coverage. The Contractor shall maintain employers' liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.

10.3.3 Commercial General Liability. The Contractor shall maintain commercial general liability ("CGL") coverage that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.

10.3.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

10.3.3.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

10.3.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's projects.

10.3.3.4 The CGL policy shall not exclude coverage for property damage to the Work arising out of the products/completed-operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage arises.

10.3.3.5 The CGL insurance shall not exclude coverage for property damage to electronic data.

10.3.3.6 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs that cover the additional insured(s).

10.3.3.7 The CGL policy shall not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.

10.3.3.8 The Contractor shall maintain the CGL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.4 Business Automobile Liability. The Contractor shall maintain business automobile ("BA") coverage written on ISO form CA 00 01 04 13 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

10.3.4.1 The coverage shall extend to any auto (owned, not owned, leased, rented, hired, or borrowed).

10.3.4.2 The Contractor shall include the State, Contracting Authority, Owner, and A/E as additional insureds under the BA policy.

10.3.4.3 The BA policy shall include an MCS-90 endorsement if transporting hazardous wastes/materials.

10.3.5 Umbrella/Excess Liability. The Contractor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

10.3.5.1 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$2,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 brick/block masonry;
- .2 exterior caulking/sealant;
- .3 cast-in-place or precast concrete;
- .4 curtain wall;
- .5 dampproofing/waterproofing;
- .6 electrical;
- .7 elevator;
- .8 exterior glass and/or glazing;
- .9 exterior marble, granite, and/or other stonework;
- .10 miscellaneous metals;

- .11 plaster/stucco;
- .12 plumbing;
- .13 HVAC;
- .14 roofing and/or sheet metal;
- .15 scaffolding;
- .16 spray-on fireproofing;
- .17 sprinkler and/or fire protection; or
- .18 structural steel and/or metal deck.

10.3.5.2 The Contractor shall maintain umbrella/excess liability coverage with a limit of not less than \$5,000,000 (in addition to the above-required limits) if the Work (or the Work to be performed by the Subcontractor) includes any of the following:

- .1 caissons and/or piles;
- .2 demolition;
- .3 excavation and/or utility work;
- .4 sheeting, shoring, and/or underpinning;
- .5 window washing equipment; or
- .6 wrecking.

10.3.6 Contractor's Pollution Liability. If the Work includes environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the Contractor shall maintain a contractor's pollution liability ("CPL") policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold) sustained by the Owner by reason of the Contractor's performance of the Work.

10.3.6.1 The CPL policy shall have an effective date, which is on or before the date that the Contractor first started to perform any Project-related services.

10.3.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the CPL policy's limits.

10.3.6.3 The Contractor shall maintain the CPL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.7 Professional Liability—Contractor. The Contractor shall maintain contractor's professional liability ("PL") insurance (including without limitation for sprinkler and/or fire protection and other design-build work included in the Work, and services related to coordination and scheduling of construction activities, and means and methods) without design-build exclusions with limits not less than as identified in the following table:

Contract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.7.1 The PL policy shall have an effective date on or before the date that the Contractor first started to provide any Project-related services.

10.3.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the PL policy's limits.

10.3.7.3 The Contractor shall maintain the PL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.7.4 If the Contractor is authorized under Applicable Law to directly provide professional design services, the Contractor may satisfy the requirements of this **Section 10.3.7** by providing a professional liability insurance policy.

10.3.7.5 If the Contractor is a joint venture:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which each joint venturer is the insured; or
- .2 each joint venturer shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual joint venturer is the insured and (2) that covers that joint venturer's interests

in the joint venture by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the joint venturer's interest in the joint venture.

Example: Assume that the Contractor (1) is the "XY joint venture" of company "X" and company "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.5.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.7.6 If the Contractor is a limited-liability company, which members consist of two or more separate firms:

- .1 the Contractor may meet the requirements of this **Section 10.3.7** by providing a PL policy under which the limited-liability company is the insured; or
- .2 each member of the limited-liability company shall individually meet the requirements of this **Section 10.3.7** by providing a PL policy (1) under which the individual member is the insured and (2) that covers that member's interests in the limited-liability company by endorsement or otherwise. The certificate of insurance shall reflect that the PL policy covers the member's interest in the limited-liability company.

Example: Assume that the Contractor (1) is the "XY limited-liability company," the members of which are "X" and "Y"; and (2) is required under **Section 10.3.7** to maintain PL insurance limits of \$1M/\$2M. In order to comply with **Section 10.3.7.6.2**, "X" must maintain PL insurance limits of \$1M/\$2M and "Y" must maintain PL insurance limits of \$1M/\$2M.

10.3.8 Professional Liability—Subcontractors. If the Work to be performed by a Subcontractor includes any professional design services (including without limitation sprinkler and/or fire protection and other design-build work) the Subcontractor shall maintain contractor's PL insurance without design-build exclusions with limits not less than as identified in the following table:

Subcontract Sum	Each Claim	Annual Aggregate
Up to \$50,000,000	\$1,000,000	\$2,000,000
More than \$50,000,000	\$2,000,000	\$4,000,000

10.3.8.1 The PL policy shall have an effective date on or before the date that the Subcontractor first started to provide any Project-related services.

10.3.8.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Contractor shall advise the Contracting Authority in writing of any actual or alleged claims that may erode the Subcontractor's PL policy's limits.

10.3.8.3 The Subcontractor shall maintain the PL insurance in effect for no less than five years after the earlier of termination of the Contract or Substantial Completion of all Work.

10.3.8.4 If the Subcontractor is authorized under Applicable Law to directly provide professional design services, the Subcontractor may satisfy the requirements of this **Section 10.3.7.5** by providing a professional liability insurance policy.

10.3.9 Aviation Liability. If the Contractor or a Subcontractor uses manned or unmanned aircraft, including helicopters, in performance of the Work, the Contractor shall maintain aircraft or aviation liability coverage in an amount of no less than \$10,000,000. The Contracting Authority and Owner will not be liable for any damage to any aircraft owned, leased, rented, or borrowed by the Contractor or a Subcontractor.

10.3.10 Watercraft Liability. If the Contractor or a Subcontractor uses watercraft in performance of the Work, the Contractor shall maintain watercraft liability coverage including protection and indemnity insurance in an amount of no less than \$5,000,000. The Contracting Authority and Owner will not be liable for any damage to any watercraft owned, leased, rented, or borrowed by the Contractor or Subcontractor.

10.3.11 Equipment Coverage. The Contracting Authority and Owner will not insure or be liable for damage to any Contractor or Subcontractor owned, leased, rented, or borrowed tools, equipment, or vehicles. The Contractor and Subcontractors are solely responsible for maintaining all insurance necessary to cover their tools, equipment, and vehicles.

10.3.12 Ocean Marine Insurance. If the shipment of equipment or materials for the Work will not be covered by the builder's risk insurance described under **Section 10.4**, the Contractor shall maintain ocean marine insurance to the Site including cost, insurance, and freight with limits of not less than an amount equal to the full replacement cost of equipment/materials shipped to final destination point.

10.3.12.1 The insurance shall include the following minimum requirements:

- .1 all-risk basis including war risk and all forms of terrorism;
- .2 coverage for general average and salvage charges;
- .3 "on deck" coverage;
- .4 warehouse-to-warehouse coverage;
- .5 coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");
- .6 coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");
- .7 "Inchmaree" clause;
- .8 sue and labor;
- .9 "both-to-blame" coverage;
- .10 free of particular average;
- .11 inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and
- .12 damage by saltwater and rainwater perils and cargo sweat.

10.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall maintain a builder's risk insurance policy written on a special causes of loss form and an open-perils basis providing coverage for direct physical loss of or damage to covered property arising from insured perils that shall not exclude: theft; fire; vandalism; malicious mischief; earthquake; earth movement; tornado; lightning; explosion; breakage of glass; flood; windstorm; collapse; water damage; hot and cold testing; debris removal and/or demolition occasioned by enforcement of Applicable Law; sudden and accidental equipment breakdown; and resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials.

10.4.1.1 The policy shall cover the Project in the course of construction including false-work, temporary buildings and structures, and materials used in the construction process, stored on or off-site, or while in transit.

10.4.1.2 The coverage shall be written on a replacement-cost basis in an amount equal to not less than the initial Contract Sum, plus the value of: **(1)** all subsequent GMP Amendments and Modifications; **(2)** materials supplied and installed by others; and **(3)** any furnishings, fixtures, materials, or equipment located at the Site. All sub-limits of coverage are subject to the prior written approval of the Contracting Authority and Owner.

10.4.1.3 The policy shall not include any deductible of more than \$25,000 per occurrence. Any deductible over that amount is subject to the prior written approval of the Contracting Authority and Owner.

10.4.1.4 The named insureds under the policy shall include the State, Contracting Authority, Owner, Contractor, Subcontractors at all tiers, and Separate Contractors.

10.4.1.5 Coverage shall include the reasonable extra costs of acceleration and expediting temporary and permanent repairs to, or permanent replacement of, damaged property. Those covered costs shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to the repair or replacement.

10.4.1.6 Coverage shall include a "soft cost endorsement" including, but not limited to, the reasonable extra costs of the A/E and reasonable Contractor extension or acceleration costs.

10.4.1.7 Coverage shall waive all rights between the Owner, Contracting Authority, Contractor, and Subcontractors at any tier, for damages caused by fire or any other perils to the extent of actual recovery of any insurance proceeds under the policy.

10.4.1.8 Coverage shall include provisions for mechanical or electrical breakdown, or boiler system testing if a boiler system is part of the Work.

10.4.1.9 Coverage shall include temporary structures and scaffolding, along with collapse coverage.

10.4.1.10 Coverage shall be primary to all other applicable insurance.

10.4.1.11 The policy shall specifically permit and allow for Partial Occupancy as defined under the Contract Documents and for partial occupancy or a similar term as used under the policy.

10.4.1.12 The Contractor shall maintain the policy in effect until Substantial Completion of all Work. The Contractor shall provide written notice to the Contracting Authority no less than 30 days before the expiration or termination of the policy.

10.4.1.13 The Contractor's tools and equipment shall not be covered under the builder's risk policy. It is the Contractor's sole responsibility to maintain such coverage, the cost of which shall be included in its Overhead (a component of Contractor's Fee) and not included as a separate item in the Contractor's Schedule of Values.

10.4.2 If the Contractor is involved solely in the installation of material and equipment and not in new building construction, the Contractor shall purchase and maintain a builder's risk, builder's risk-renovations, or installation floater insurance policy. The policy shall comply with the provisions of **Section 10.4.1**.

10.4.3 No less than ten days before the Contractor starts to perform any Work on the Site, the Contractor shall provide to the Contracting Authority an insurance-company certified copy of the complete insurance policy required under **Section 10.4.1** or **10.4.2** as applicable. The Contracting Authority's receipt of that copy of the policy is a condition precedent to the Contractor's entitlement to payment of any portion of the Contract Sum.

10.5 Waivers of Subrogation

10.5.1 To the fullest extent permitted by Applicable Law, the Contractor waives all rights against the Owner, Contracting Authority, and their agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10.5.2 The Owner, Contracting Authority, and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

10.6 Indemnification for Injury or Damage

10.6.1 To the fullest extent permitted by Applicable Law, the Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against all claims, costs, damages, losses, fines, penalties, and expenses (including but not limited to all fees and charges of attorneys and other professionals, and all court, arbitration, or other dispute-resolution costs) arising out of or in connection with the Project, provided that any such claim, cost, damage, loss, fine, penalty, or expense is attributable to:

10.6.1.1 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts, errors, or omissions of the Contractor or a person or entity for whom the Contractor may be liable;

10.6.1.2 infringement of patent rights or copyrights by the Contractor or a person or entity for whom the Contractor may be liable; or

10.6.1.3 a violation of Applicable Law but only to the extent attributable to the Contractor or a person or entity for whom the Contractor may be liable.

10.6.2 The Contractor's indemnification obligation under **Section 10.6** exists regardless of whether or not and the extent to which the claim, damage, loss, fine, penalty, or expense is caused in part by a party indemnified under **Section 10.6**. But nothing in **Section 10.6** obligates the Contractor to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence.

10.6.3 The Contractor's obligations under **Section 10.6** shall not extend to the liability of the A/E, A/E's consultants, agents, representatives, or employees for negligent preparation or approval of Drawings, Specifications, Change Orders, opinions, and any other responsibility of the A/E, except to the extent covered by the Contractor's insurance.

10.6.4 In claims against an Indemnified Party by any direct or indirect employee (or the survivor or personal representative of that employee) of the Contractor or a person or entity for whom the Contractor may be liable, the indemnification obligation under **Section 10.6** will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

10.6.5 The Contractor's indemnification obligation under **Section 10.6** will not be limited by any insurance policy provided or required in connection with the Project.

10.6.6 The Contractor's obligations under **Section 10.6** shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to an Indemnified Party.

10.6.7 The Contractor's indemnification obligation under **Section 10.6** will survive termination of the Contract and Contract Completion.

10.6.8 The Contracting Authority may deduct from the Contract Sum the claims, damages, losses, fines, penalties, and expenses for which the Contractor is liable under **Section 10.6**. If those claims, damages, losses, fines, penalties, and expenses exceed the unpaid balance of the Contract Sum, the Contractor shall immediately pay the difference to the Owner.

ARTICLE 11 - SUSPENSION AND TERMINATION

11.1 Suspension of the Work

11.1.1 The Contracting Authority, without cause and without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt performance of the Work in whole or in part for such period as the Contracting Authority may determine.

11.1.1.1 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor complies with **Article 7** and **Article 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption.

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

- .1** performance was or could have been suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2** an equitable adjustment is made or denied under another provision of the Contract.

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

11.1.2.1 The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

11.1.2.2 If the Contracting Authority is adjudged to have improperly or unjustifiably suspended the Work under this **Section 11.1.2**, the suspension shall be deemed to have been a suspension under **Section 11.1.1**.

11.1.3 Upon receipt of notice of suspension under this **Section 11.1**, the Contractor shall cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize respective costs. The Contractor shall furnish a report to the Contracting Authority, within five days after receiving the notice of suspension, describing the status of the Work, including, but not limited to, results accomplished, resulting conclusions, and other information as the Contracting Authority may require.

11.1.4 The Contracting Authority's right to stop the Work shall not give rise to any duty to exercise the right for the benefit of the Contractor or any other party, and the Contracting Authority's exercise or failure to exercise the right shall not prejudice any of the Contracting Authority's other rights.

11.2 Termination for Convenience

11.2.1 The Contracting Authority may at any time terminate the Contract in whole or in part for the Owner's convenience and without cause, upon written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

11.2.2.1 cease operation as specified in the notice;

11.2.2.2 proceed as described under **Section 11.3.4**; ;

11.2.2.3 proceed with Work not terminated; and

11.2.2.4 take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 After terminating the Contract for convenience, the Owner shall pay the Contractor in accordance with the Schedule of Values for Work completed, including Contractor's Fee, any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

11.2.3.2 In no event shall the Contractor be entitled to **(1)** Contractor's Fee on or any other compensation for Work not performed or **(2)** compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Work under this **Section 11.2**, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding **Section 11.2.3**, if the Contracting Authority terminates the Work under this **Section 11.2**, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in **Section 11.3**.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate the Contract in whole or in part if the Contractor commits a material breach of the Contract including but not limited to:

11.3.1.1 failure to prosecute the Work with the necessary force or in a timely manner;

11.3.1.2 refusal to remedy Defective Work;

11.3.1.3 failure to supply enough properly skilled workers or proper materials;

11.3.1.4 failure to properly make payment to Subcontractors or Consultants;

11.3.1.5 performance of any services outside of the United States;

11.3.1.6 permitting its Subcontractors or Consultants to perform any services outside of the United States; or

11.3.1.7 disregarding laws, ordinances, rules, regulations, or orders of a public authority with jurisdiction over the Project.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this **Section 11.3**, the Contracting Authority shall issue not less than five days' written notice to the Contractor and the Contractor's Surety in accordance with ORC Section 153.17 ("Five-Day Notice").

11.3.2.1 Notwithstanding any provision of the Contract to the contrary **(1)** the issuance of a 72-Hour Notice under **Section 6.24.1** is not a condition precedent to the Contracting Authority's exercise of its rights under **Section 11.3** and **(2)** the Contracting Authority's decision to not issue a 72-Hour Notice under **Section 6.24.1** will not prejudice the Contracting Authority's rights under **Section 11.3**.

11.3.3 If the Contractor fails to satisfy the requirements set forth in the Five-Day Notice within 15 days after receipt of the Five-Day Notice, the Contracting Authority may declare the Contractor in default, terminate the Contract, and employ upon the Work the additional force or supply materials or either as appropriate, and remove Defective Work.

11.3.4 After termination, the Contractor shall to the extent related to the performance of the discontinued portion of the Work, unless the notice of termination directs otherwise:

11.3.4.1 immediately discontinue the Work on that date, place no further orders or Subcontracts for materials, equipment, services, facilities, or otherwise, except as may be necessary for completion of such portion of the Work as is not discontinued;

11.3.4.2 subject to the Contracting Authority's exercise of its rights under **Section 4.5**, promptly make every effort to procure cancellation upon terms satisfactory to the Contracting Authority of all Subcontracts;

11.3.4.3 promptly work with the Contracting Authority in good-faith to develop and implement plans to **(1)** secure the Site and off-Site stored materials; **(2)** inventory and verify **(a)** the location and quantity of materials stored on and off-Site and **(b)** the status of the progress of the Work; and **(3)** identify all Project-related permits;

11.3.4.4 no less than five days after the effective date of the termination, deliver to the Contracting Authority all Contractor-maintained, Project-related permits;

11.3.4.5 no less than seven days after the effective date of the termination, deliver to the Contracting Authority the following information and documents concerning each Subcontractor: **(1)** name and address; **(2)** name, address, telephone number, and email address of the Subcontractor's primary point of contact for the Project; **(3)** scope of the Subcontract Work (including equipment supplied); **(4)** a complete and unredacted copy of the Subcontract(s); **(5)**

complete and unredacted copies of all Subcontract modifications (e.g., change orders, amendments, etc.) and related documents; **(6)** complete and unredacted copies of all pending claims, requests for additional compensation, requests for additional time, unexecuted change orders, and related documents; **(7)** complete and unredacted copies of all pay applications (paid and pending); **(8)** a complete and unredacted copy of the Contractor's accounts-payable report for the Subcontractor; **(9)** complete and unredacted copies of any non-conforming Work reports/notices and related documents; and **(10)** complete and unredacted copies of any surety bond(s) or other performance security provided by the Subcontractor.

11.3.4.6 no less than 21 days after the effective date of the termination, pay all undisputed amounts due to each Subcontractor for Work performed before the effective date of termination and deliver to the Contracting Authority lien waivers to evidence those payments; and

11.3.4.7 do only such Work as may be necessary to protect the Work already in progress and to protect materials and equipment on the Project Site or in transit thereto.

11.3.5 If the Contract is terminated, the Contractor's Surety may perform the Contract. If the Contractor's Surety does not commence performance of the Contract within ten days after the date of Contract termination, the Contracting Authority may complete the Work by any means the Contracting Authority determines appropriate. The Contracting Authority may take possession of and use all materials, facilities, and equipment at the Site or stored off-site, for which the Owner has paid.

11.3.6 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum is exceeded by the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.7 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.8 If the Contracting Authority terminates the Contract under this **Section 11.3**, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

11.3.9 If the Contracting Authority is adjudged to have improperly or unjustifiably terminated the Contract under this **Section 11.3**, the termination will be deemed to have been a termination under **Section 11.2**.

11.4 Contractor Insolvency

11.4.1 The Contracting Authority may immediately terminate the Contract for cause if:

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

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

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

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

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

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

11.4.2 If the Contractor files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it, the Contractor, the Contractor as the debtor-in-possession, or the trustee of the Contractor's bankruptcy estate shall file a motion to assume or reject the Contract under Bankruptcy Code § 365, 11 U.S.C. § 365, within 20 days after the

filing of the voluntary petition or involuntary petition and shall diligently prosecute that motion to conclusion so as to obtain an order granting or denying that motion within 45 days after the filing of the voluntary or involuntary petition.

11.4.3 If the Contracting Authority intends to exercise its termination rights under this **Section 11.4**, the Contracting Authority shall notify the Contractor in writing of the Contracting Authority's termination of the Contract and the cause(s) for that termination.

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

ARTICLE 12 - GENERAL PROVISIONS

12.1 Contractor's Documents and Contract Documents

12.1.1 Ownership.

12.1.1.1 The Owner alone owns the Contractor's Documents and the Contract Documents and every right, title, and interest therein.

- .1** The Contractor shall execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files of the Contractor's Documents to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, A/E, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translate the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, A/E, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.2.3 Professional Photography. If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority, and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

12.2.4 Craft Awards and Other Recognition. If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

12.3.2 The parties to the Contract shall comply with Applicable Law.

12.3.3 Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement.

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

12.5.2 Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if:

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

12.6.1.2 delivered by trackable delivery service, or sent by registered or certified mail, to the last known business address of the organization; or

12.6.1.3 delivered by facsimile, email, or project management software.

12.6.2 When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other three, it shall also simultaneously send a copy of that notice to the others.

12.6.3 A copy of all notices, certificates, requests, or other communications to the Contracting Authority shall be sent to the Project Manager.

12.6.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Contractor shall immediately notify the A/E, Contracting Authority, and Owner by the most expedient means available.

12.6.5 The Contracting Authority, Owner, A/E, or Contractor may, by written notice given hereunder, designate addresses, telephone numbers, email addresses, or facsimile numbers to which notices, certificates, requests, or communications shall be sent.

12.7 Taxes

12.7.1 Only those materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.

12.7.2 The purchase, lease, or rental of material, equipment, parts, or expendable items as concrete form lumber, tools, oils, greases, and fuels, which are used in connection with the Work, are subject to the application of state sales tax and state use tax.

12.8 Computing Time

12.8.1 When the Contract Documents refer to a period of time by a number of days, the period shall be computed to exclude the first and include the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a Legal Holiday, that day shall be omitted from the computation and the period shall end on the next succeeding day that is not a Saturday, Sunday, or Legal Holiday.

12.8.2 Except as excluded under **Section 12.8.1**, the Contract Times and all other periods referred to in the Contract Documents includes Saturdays, Sundays, and all days defined as Legal Holidays in the Contracting Definitions.

12.8.3 The standard workdays for State projects are Monday through Friday, excluding Legal Holidays.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Substantial Completion within the associated Contract Time.

12.9.1.2 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.1.3 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause.

12.10 Successors and Assigns

12.10.1 The Contracting Authority and Contractor each bind themselves, their successors, assigns, and legal representatives, to the other party to this Contract and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Contract.

12.10.2 The Contracting Authority and Contractor each acknowledge that the Owner is an intended third-party beneficiary of this Contract.

12.10.3 The Contractor shall not assign or transfer any right, title, or interest in this Contract without the Contracting Authority's prior written consent.

12.11 Extent of Contract

12.11.1 Entire Contract. Contract Documents represent the entire and integrated agreement between the Contracting Authority and Contractor and supersede all prior negotiations, representations, or agreements, either written or oral.

12.11.2 Multiple Counterparts. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12.11.3 Captions. The captions and headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

12.11.4 Precedence. In the event of a conflict or inconsistency between these General Conditions and any other Contract Documents (except Supplementary General Conditions), these General Conditions take precedence. In the event of a conflict or inconsistency between these General Conditions and Supplementary Conditions, the Supplementary Conditions take precedence.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 Electronic and Facsimile Signatures

12.13.1 Any party hereto may deliver a copy of its counterpart signature page to this Contract via electronic signature software, fax, e-mail, or project management software. Each party hereto shall be entitled to rely upon an electronic, scanned, or facsimile signature of any other party delivered in such a manner as if such signature were an original.

12.14 No Third-Party Interest

12.14.1 Except as expressly provided under **Sections 6.2.2 through 6.2.5** and **Section 12.10.2, (1)** no person or entity, other than the Contracting Authority, Owner, and Contractor, will have any right or interest under the Contract, and **(2)** the Contract does not create a contractual relationship of any kind between any people or entities other than the Contracting Authority, Owner, and Contractor.

12.15 Ohio Retirement System

12.15.1 All individuals employed by the Contractor that provide personal services to the Contracting Authority or Owner are not public employees for the purposes of ORC Chapter 145, as amended.

12.15.2 If the Contractor is a PERS retirant, as defined by ORC Section 145.38, the Contractor shall notify the Contracting Authority of such status in writing prior to commencement of Work. The Contracting Authority, Owner, or State is not responsible for changes to the Contractor's retirement benefits resulting from entering into this Contract.

12.16 No Waiver

12.16.1 The failure of the Contracting Authority or Contractor to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Contract or to exercise any rights under the Contract or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

12.17 Rights and Remedies

12.17.1 The duties, obligations, rights, and remedies under the Contract are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Applicable Law.

12.18 Survival of Obligations

12.18.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Contract, will survive final payment, completion and acceptance of the Work, and termination or completion of the Contract.

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END OF DOCUMENT

Document 00 73 00 - Supplementary Conditions (General Contracting - HB 96 Changes) State of Ohio Standard Requirements for Public Facility Construction

Certifications

These Supplementary Conditions amend and supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions not amended remain in full force and effect. The terms in these Supplementary Conditions defined in the Contracting Definitions or the General Conditions shall have the meanings assigned to them in those documents.

These Supplementary Conditions are authorized, by the Ohio Facilities Construction Commission, for use on projects constructed for the Supreme Court of Ohio Cooling Tower Upgrade.

Contracting Authority

Ohio Facilities Construction Commission
Ben Trick
30 West Spring St., 4th floor
Columbus, OH 43215

Owner

The Supreme Court of Ohio
65 South Front Street
Columbus, OH 43215

MODIFICATIONS TO GENERAL CONDITIONS

Delete Section 1.1.3 in its entirety.

Replace 9.5.1 with:

9.5.1 Partial payments to the Contractor for labor shall be made at the rate of 96 percent of the amount invoiced through the Contractor Payment Request.

Delete Section 9.5.2 in its entirety.

Delete Section 9.7.1 in its entirety.

Replace Section 9.7.2 with the following:

9.7.2 When the Contractor has achieved Substantial Completion of all Work and there is no other reason to retain funds, the retained funds shall be paid to the Contractor within 30 days after the Contractor's request, except to the extent necessary, in the Contracting Authority's sole discretion, to assure the Contractor's faithful completion of the Work including but not limited to compliance with **Section 6.25.2**.

Insert Section 9.7.4.

9.7.4 If the funds retained under **Section 9.5.1** accrued interest while withheld from the Contractor, the payments of those retained funds to the GC will include that accrued interest.

Change Section 9.7.4 to 9.7.5

END OF DOCUMENT



❖ **Phased Projects**

- Commentary: A “Phase” is a portion of a Project that could, as a practical matter, stand alone as a separate project with a separate design professional, separate constructor,¹ etc. The concept of “phased construction” is recognized in industry form documents, and has existed in OFCC’s documents for more than a decade. Among other things, recognizing different Phases of a Project mitigates overall time, costs, and risks; facilitates continuity of the design professional and constructor teams and consistency of built elements; and provides greater project delivery flexibility. Without Phases, some large projects (e.g., multiple sites, multiple buildings, etc.) would likely be delivered through multiple, individual projects. Retainage and Liquidated Damages are also withheld/released per Phase.
- Clarified the definition of “Phase.” [CM/DB/GC Contracting Definitions]
- Added chart to memorialize the division of a Project into Phases. [CM/DB/GC Agreement § 1.1]

❖ **Affirmative Action**

- Commentary: Revised per Amended Substitute House Bill 96 (Am. H.B. 96)(eff. September 30, 2025).
- See CM/DB/GC General Conditions § 1.1.

❖ **Subcontract Bidding** [CM and DB]

- Commentary: Revised to update (increase) bidding threshold and to recognize/clarify established practices and best practices.
- Non-specialty Work bidding threshold. [CM/DB General Conditions § 4.1.1.3]
 - Increased the threshold from \$200K to \$250K per Project.
 - Added that the threshold applies per Phase for multi-Phase Projects.
- Subcontracting Plan
 - Clarified that the Subcontracting Plan is to include a Scope of Work for each proposed Subcontract. [CM/DB General Conditions § 4.2.1] (See related revisions at CM/DB General Conditions § 5.7.6.8)
 - Added that the Subcontracting Plan must include a bidding duration and date for each Subcontract, and a buyout date for each Subcontract valued at more than 10% of the Construction Budget. [CM/DB Contracting Definitions: “Subcontracting Plan”]

1. The term “constructor” is used through this synopsis to refer to a construction manager, design-builder, single-prime contractor, or all three.

- Subcontract Bidding Relative to GMP Amendment [CM/DB General Conditions § 4.5.1]
 - Clarified the relationship between Subcontract bidding and the GMP Amendment process. Added the established practice of conditioning permission for pre-GMP bidding on a reduction of CM/DB Contingency to recognize the reallocation of estimating and bidding risk from the CM/DB to the Owner.
 - Revised the form of the GMP Amendment to accommodate potential contingency adjustment. [CM/DB GMP Amendment § 1.1.2]
- Bid Tab and Bidding Documents [CM/DB General Conditions § 4.5.2]
 - Added the established practice of the CM/DB submitting a bid tabulation and identifying the proposed Subcontract award(s) before the bid-review meeting with the Contracting Authority and Owner.
 - Reduced administrative burden by replacing the CM's/DB's obligation to submit received Subcontract Bid(s) before the bid-review meeting with an obligation to submit those documents only on the Contracting Authority's request.
- Bidder Scope-Review Meetings [CM/DB General Conditions § 4.5.2.1.1]
 - Clarified that the Contracting Authority, Owner, and A/E may attend the scope-review meetings with Bidders.

❖ **Design-Assist**

- Clarified that a Design-Assist Firm may serve as a design-build Subcontractor. [CM/DB General Conditions § 4.8.3.1.3]
- Clarified that use of the State of Ohio Subcontract Form and submission of Subcontractor and Material Supplier Declaration are required only if the Design-Assist Firm performs Work during construction. [CM/DB General Conditions § 4.8.3.2]

❖ **Delegated Design**

- Commentary: *In response to input from industry, the CM and GC documents now include a definition of “Delegated Design” and a project-team obligation to communicate and collaborate.*
- The new definition recognizes that Delegated Design is “[a] form of collaboration . . . whereby (1) the A/E defines the performance and design criteria for specifically identified systems, materials, equipment, or details included in the Work; and (2) the [Constructor] provides the detailed design of those identified systems, materials, equipment, or details; which responsibility may require the [Constructor] to engage a licensed design professional to perform the related services.” [CM and GC Contracting Definitions: “Delegated Design”]

- The Schematic Design, Design Development, and Construction Documents stages now require the project participants to “consult and collaborate . . . to confirm the scope of Delegated Design and the clarity and sufficiency of the performance and design criteria that the Delegated Design must satisfy.” [CM General Conditions §§ 5.4.2.4, 5.5.2.4, 5.6.2.4] [A/E Scope of Services CM §§ 3.2.1.3, 4.2.1.3, 4.3.2.2, 5.2.1.3, 5.3.2.2] [A/E Scope of Services GC §§ 3.2.1.2, 4.2.1.2, 4.3.2.2, 5.2.1.3, 5.3.2.2]
- During Construction, the CM and GC are to collaborate with the A/E to confirm the appropriate performance and design criteria. [CM General Conditions § 6.19.3; GC General Conditions § 6.20.3]

❖ **Preconstruction Services**

- *Commentary:* Added minimum attributes for the Project Schedule to facilitate the schedule’s usefulness, to bring uniformity across projects, and to manage the expectations of project participants. Reduced the scope of some preconstruction services to align with established practices. Memorialized the best-practice of ongoing consultation regarding the number, timing, and scope of GMP Amendments.
- Project Schedule [CM/DB General Conditions § 5.1.4.2]
 - Added minimum-required information to be included in the Project Schedule.
 - See related revision at CM/DB GMP Amendment § 3.1.4.
- Organizational Meeting [CM/DB General Conditions § 5.2]
 - Moved consultation regarding the number, timing, and scope of GMP Amendments from the Organizational Meeting to Schematic Design, Design Development, and Construction Documents. [CM/DB General Conditions §§ 5.4, 5.5, and 5.6] (See related revisions at CM/DB General Conditions § 5.7.1.2)
- Program Verification Stage Services [CM/DB General Conditions § 5.3]
 - Reduced scope of services to align with established practice more-closely.
- Schematic Design Stage Services [CM/DB General Conditions § 5.4]
 - Added the obligation to submit an updated Project Schedule.
 - Removed the obligation to submit the GMP Amendment exhibit documents except if a GMP Amendment is planned before completion of Design Development.

❖ **GMP Amendments and Process**

- *Commentary:* Revised to clarify and add flexibility to the GMP process and to incorporate some established practices. Also revised provisions concerning the development and delivery of the Construction Progress Schedule to refine the balance between the need to schedule initial activities and the need for subcontractor input and coordination.

- Memorialization of Project Planning [CM/DB General Conditions § 5.7.1.2]
 - Relocated to clarify that the parties may adjust GMP-related activities throughout preconstruction rather than just during the Organizational Meeting. (See related revisions at CM/DB General Conditions §§ 5.4, 5.5, and 5.6.)
- Basis Documents [CM/DB General Conditions § 5.7.6.2]
 - Incorporated the established practice that Basis Documents include the RFI Log and Design Intent Statement.
- Assumptions and Clarifications [CM/DB General Conditions § 5.7.6.3]
 - Further clarified the concept of General Conditions § 5.7.2 that Assumptions and Clarifications are intended to supplement the Drawings and Specifications, and are not intended to restate, supplement, or modify other Contract provisions.
- Construction Progress Schedule [CM/DB General Conditions § 5.7.6.6]
 - Deleted requirement that CM/DB include a “fully developed” construction schedule, and replaced it with a requirement that the schedule be fully developed for the first 90 days of Contract Time and developed to the extent practicable for the balance of the Contract Time. (See related revisions at CM/DB General Conditions § 6.5 and GMP Amendment § 3.1.5; and General Contracting General Conditions § 6.5.4.1)
- Subcontracting Plan [CM/DB General Conditions § 5.7.6.8]
 - Added inclusion of the updated Subcontracting Plan. (See related revisions at CM/DB General Conditions § 4.2.1 and GMP Amendment § 3.1.7)
- CM/DB Fee on Overages [CM/DB General Conditions § 5.7.9.1.1]
 - Clarified that CM/DB will be entitled to CM/DB Fee on overages that are the result of scope changes.
- Date of Commencement
 - Revised the GMP Amendment to facilitate the established practice of identifying an assumed Date of Commencement related to projected dates. [CM/DB GMP Amendment § 2.1.1] (See related clarification at CM/DB General Conditions § 6.1)

❖ **Construction and Closeout**

- *Commentary: Revised to clarify when the Contract Times begin to run. Streamlined the designation of supervisory personnel. Revamped the Construction Progress Schedule section to update it (was largely unchanged from before Construction Reform), to foster uniformity across projects, to clarify various schedule-related obligations, to manage the expectations of project participants, and to accommodate reduced requirements for relatively small projects. Added provisions to address Delegated Design and to reduce the Submittal effort by deleting the previously required “equipment statement” and “domestic steel certifications.”*

- Commencement of the Contract Times
 - Revised to clarify that the Contract Times begin to run on the Date of Commencement rather than on the date on which the Notice to Proceed is issued. [CM/DB/GC General Conditions § 6.1] (See related revisions at CM/DB GMP Amendment § 2.1.1)
- Identification of Construction Supervision
 - For CM and DB, deleted the automatic obligation to submit resumes for the constructor's project manager and superintendent, and replaced it with an obligation to provide that information on the request of the Contracting Authority. [CM/DB General Conditions § 6.4.3]
 - For GC, clarified that the Contractor is obligated to submit resumes for its project manager and superintendent within 10 days after the Date of Commencement; and deleted the automatic obligation to submit resumes for Subcontractors' project managers and superintendents, and replaced it with an obligation to provide that information on the request of the Contracting Authority. [GC General Conditions § 6.4.3]
- Construction Progress Schedule [CM/DB/GC General Conditions § 6.5]
 - Submission of "fully developed, baseline"
 - In CM and DB, deleted the obligation to submit a "fully developed, baseline" with a proposed GMP Amendment, and replaced it with submission of that schedule within 30 days after execution of a GMP Amendment. [CM/DB General Conditions § 6.5.4.1]
 - In GC, deleted the obligation to submit the proposed schedule within 30 days after the Date of Commencement, and replaced it with submission of that schedule within 45 days after execution of the Agreement. [GC General Conditions § 6.5.4.1]
 - Clarified schedule-information expectations
 - Added required schedule activity for buyout of Subcontracts with value in excess of 10% of the Construction Budget. [CM/DB/GC General Conditions § 6.5.3.1.5]
 - Added maximum activity duration of 15 days with exceptions. [CM/DB/GC General Conditions § 6.5.3.1.6]
 - Added recognition that the Construction Schedule accounts for "normal adverse weather . . . through reasonably anticipated productivity variations for weather-sensitive activities." [CM/DB/GC General Conditions § 6.5.1.1] (See related changes at CM/DB/GC General Conditions § 7.10)
 - Added commonly recognized definitions of "Float" and "Critical Activities" [CM/DB/GC General Conditions § 6.5.3.8]

- Added and updated/clarified expectations for:
 - Monthly Construction Progress Schedule Updates [CM/DB/GC General Conditions § 6.5.5]
 - Revised Construction Progress Schedules [CM/DB/GC General Conditions § 6.5.6]
 - Short-Interval Schedules and Weekly Schedule Reports [CM/DB/GC General Conditions § 6.5.7]
 - “Short-Interval Schedule” is the contemporary terminology for what was called a “look-ahead schedule” in prior editions.
 - Recovery Plan and Revised Construction Progress Schedule [CM/DB/GC General Conditions § 6.5.8]
 - Provided simplified and streamlined schedule requirements for projects initially valued at less than \$500,000. [CM/DB/GC General Conditions § 6.5.9]
- Submittals
- Added collaboration regarding Delegated Design. [CM General Conditions § 6.19.3; GC General Conditions § 6.20.3]
 - Deleted requirement for equipment statement. [formerly CM General Conditions § 6.18.7; DB General Conditions § 6.19.3; GC General Conditions § 6.19.7]
 - Deleted requirement for domestic steel certifications. [formerly CM General Conditions § 6.18.8; DB General Conditions § 6.19.4; GC General Conditions § 6.19.8]

❖ Changes and Claims Processes

- *Commentary: The guiding concepts of the Article 7 revisions are that all parties are obligated to mitigate damages and that it is in the best interest of the project and all project participants to communicate and resolve changes/claims quickly and “as close to the site” as possible. The revisions balance the owner’s need to reasonably predict and understand the financial and schedule impacts of changes/claims with the constructor’s need to efficiently recover the additional money and time to which it is entitled on account of changes/claims. In furtherance of those objectives, the revisions also clarify and define a collaborative and progressive changes/claims resolution process.*
- *It may be helpful in this context to keep in mind the characteristics of and differences between a Change Order, a Change Directive, and a Change Request. A Change Order resolves the three essential elements of every project: scope (Work), money (Contract Sum), and time (Contract Times). By contrast, a Change Directive may resolve one or even two of the essential elements, but does not resolve all three. A Change Directive, therefore, is a project-management tool for communicating and facilitating the ongoing performance of the project while the parties resolve the open questions concerning the essential project elements. A Change Request (what is called a “Claim” in many contracts) is nothing more than a request for a Change Order. In other words, a*

Change Request is a project-management tool for communicating the constructor's belief that it is entitled to an adjustment of one, two, or all three of the essential project elements.

➤ Change Directives [CM/DB/GC General Conditions § 7.3]

- Modified to add/coordinate a collaborative, progressive dispute-resolution process:
 - Within 10 days after a Change Directive is issued, the constructor is to submit a related proposal for an associated adjustment of the Contract Sum or Contract Times, or both. [CM/DB/GC General Conditions § 7.3.7]
 - Within 14 days after a Change Directive is issued (i.e., 4 days after receipt of the constructor's related proposal), the parties convene a Field Meeting to "review and endeavor to resolve" the Change Directive. [CM/DB/GC General Conditions §§ 7.3.1 and 7.7]
 - In the interest of moving agreed upon time and money to the constructor (rather than it being held as leverage) the constructor may (1) include the undisputed portion of Contract Time adjustments in the Construction Schedule and (2) *for the first time in OFSC/OFCC's documents* be paid for the undisputed portion of Contract Sum adjustments. [CM/DB/GC General Conditions §§ 7.3.9 and 7.3.10]
 - To keep the resolution process moving and mitigate the risk of a Change Directive languishing unresolved:
 - if the constructor does not respond to a Change Directive, the Contracting Authority may make a determination *which the constructor may challenge under Article 8*; [CM/DB/GC General Conditions § 7.3.8]
 - if the Change Directive is not resolved, the Contracting Authority may make a determination *which the constructor may challenge under Article 8*; [CM/DB/GC General Conditions § 7.3.12]
 - if the Change Directive is not resolved, the Contracting Authority may reject the constructor's related proposal, *which rejection the constructor may challenge under Article 8*; [CM/DB/GC General Conditions § 7.3.13]
 - if the Change Directive is not resolved within 60 days, it will be "deemed rejected," *which rejection the constructor may challenge under Article 8*. GC [CM/DB/GC General Conditions § 7.3.14]
- See related revision at CM/DB/GC Contracting Definitions: "Change Directive."

➤ Change Requests [CM/DB/GC General Conditions § 7.6]

- Added as part of the collaborative, progressive dispute-resolution process. Provides the constructor with a pre-Article 8 process for seeking and recovering time, money, etc.:
 - Within 7 days after a Change Request is issued, the parties convene a Field Meeting to "review and endeavor to resolve" the Change Request. [CM/DB/GC General Conditions §§ 7.6.1.1 and 7.7]

- In the interest of moving agreed upon time and money to the constructor (rather than it being held as leverage) *for the first time in OFSC/OFCC's documents* the constructor may (1) include the undisputed portion of Contract Time adjustments in the Construction Schedule and (2) be paid for the undisputed portion of Contract Sum adjustments. [CM/DB/GC General Conditions §§ 7.6.2 and 7.6.3]
- To keep the resolution process moving and mitigate the risk of a Change Request languishing unresolved:
 - if the Change Request is not resolved, the Contracting Authority may make a determination *which the constructor may challenge under Article 8*; [CM/DB/GC General Conditions § 7.6.5]
 - if the Change Request is not resolved, the Contracting Authority may reject it, *which rejection the constructor may challenge under Article 8*; [CM/DB/GC General Conditions § 7.6.6]
 - if the Change Request is not resolved within 60 days, it will be “deemed rejected,” *which rejection the constructor may challenge under Article 8*. [CM/DB/GC General Conditions § 7.6.7].
- See new definition at CM/DB/GC Contracting Definitions: “Change Request.”
- CM/DB/GC Proposals [CM/DB/GC General Conditions § 7.5.2]
 - Added the proposal process as part of the collaborative, progressive dispute-resolution process to provide a pre-Article 8 mechanism for the constructor to communicate time and money sought. Relates to Change Directives under General Conditions § 7.3, Proposal Requests under General Conditions § 7.5, and Change Requests under General Conditions § 7.6.
- Field Meeting [CM/DB/GC General Conditions § 7.7]
 - Added Field Meetings as part of the collaborative, progressive dispute-resolution process. A Field Meeting is a pre-Article 8, informal settlement discussion between site-level project representatives.
 - See new definition at CM/DB/GC Contracting Definitions: “Field Meeting.”
- Link to Article 8 [CM/DB/GC General Conditions § 8.1.2]
 - Modified portions of Article 8 to coordinate with the collaborative, progressive dispute-resolution process. Changes allow time for the Article 7 process to function before resorting to Article 8.

➤ Change Order Pricing – Mark-up on CM/DB Self-Performed Work

- *Commentary: At the request of industry, changed the pricing provisions to include a 10% mark-up on changed CM/DB Self-Performed Work. To avoid double recovery of Personnel Costs and General Conditions Costs as a result of that 10% mark-up, deleted the inclusion of Personnel Costs and General Conditions Costs as part of the pricing for changed CM/DB Self-Performed Work. Note that a Subcontractor's 15% mark-up for changed work (the basis for the request for 10% mark-up on Self-Performed Work) covers "general conditions costs, home office overhead, and profit including, but not limited to: payroll costs, the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all costs related to Subcontractor-provided insurance, all other home office expense, legal services, travel, and parking expenses."*
- Changed to provide a ten-percent mark-up to changed CM/DB Self-Performed Work. [CM/DB General Conditions § 7.8.2.10]
- Changed to provide that CM/DB Personnel Costs may not be included in costs for changed Self-Performed Work. [CM/DB General Conditions § 7.8.2.1]
- Changed to provide that CM/DB General Conditions Costs may not be included in costs for Self-Performed Work. [CM/DB General Conditions § 7.8.2.9]

➤ Change Order Time Extensions

- Added time-impact analysis (*but only if requested*) as substantiation for requests for time extensions. [CM/DB/GC General Conditions § 7.9.3]

➤ Weather Delays and Related Time Extensions

- *Commentary: The State's contracts (like many construction contracts) have traditionally based weather-related provisions and claims on a definition of "abnormal adverse weather" (e.g., "the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period . . . based upon average weather conditions during the five years immediately preceding the dates at issue in the Claim as those weather conditions were recorded at the government-controlled weather-recording facility nearest to the Site.") That approach is inherently unpredictable, uncertain, and often contentious and slow.*
- *The contracts have been revised to mitigate if not avoid those issues altogether by including a chart which provides monthly thresholds for the reasonably expected effects of normal adverse weather. The definition of "abnormal adverse weather" and its reference to weather data are now unnecessary and have been deleted. Entitlement to weather-related time extensions is now based upon a more-than-50% reduction of productivity on critical-path Work for more "Work Days" in a given month than set forth in the chart. The contracts now also provide for weekly reconciliation of Work Days lost, a*

day-for-day extension for excess Work Days lost, and monthly resolution of any resulting time extension.

- Added weather chart and related provisions. [CM/DB/GC General Conditions § 7.10]
- Clarified that the Construction Progress Schedule must account for “normal adverse weather . . . through reasonably anticipated productivity variations for weather-sensitive activities.” [CM/DB/GC General Conditions § 6.5.1.1.1]
- See new definition at CM/DB/GC Contracting Definitions: “Work Day.”
- Deleted weather-claim definition and substantiation requirements. [former CM/DB/GC General Conditions § 8.4.2]
- Reconciliation of Unit Price Work
 - Added constructor obligation to provide written notice if the actual quantity of Unit Price items exceeds or appears that it will exceed the scheduled quantity [CM/DB General Conditions § 7.1.6; GC General Conditions § 7.1.5]

❖ **CM/DB Construction Stage Compensation**

- *Commentary.* The approach to construction stage compensation was revised (1) to reduce the administrative burden related to payment for General Conditions Costs and Personnel Costs by deleting mandatory reconciliation, and (2) to expand the scope of allowable uses of CM/DB Contingency.
- General Conditions Costs
 - Deleted mandatory reconciliation of General Conditions Costs before final payment. Retained optional reconciliation. [CM/DB General Conditions § 9.2.4.1]
 - Clarified that the cost of “difference in conditions” coverage may not be included in General Conditions Costs. See “General Conditions Costs” and “Overhead” in Contracting Definitions.
- Construction Stage Personnel Costs
 - Deleted mandatory reconciliation of Construction Stage Personnel Costs before final payment. Retained optional reconciliation. [CM/DB General Conditions § 9.2.5.1]
 - Facilitated the established practice of using the GMP Amendment to adjust Construction Stage Personnel Costs to match actual Project Conditions. [CM/DB GMP Amendment § 1.1.1.1]
- CM/DB Contingency:
 - Expanded the use of CM/DB Contingency to pay for scope missed in buyout. [CM/DB General Conditions § 9.2.6.2.1]

- Expanded the use of CM/DB Contingency to pay for builders risk insurance deductibles. [CM/DB General Conditions § 9.2.6.2.1]
- Expanded the use of CM/DB Contingency to pay for Construction Stage Personnel Costs incurred as a result of (1) a no-cost extension of the Contract Times on account of adverse weather, and (2) adding field supervision on account of a Subcontractor's breach of its Subcontract. [CM/DB General Conditions § 9.2.6.5.1]
- Expanded the use of CM/DB Contingency to pay for General Conditions Costs incurred as a result of a no-cost extension of the Contract Times on account of adverse weather. [CM/DB General Conditions § 9.2.6.5.2]
- Allowances, Unit Prices, and Alternates:
 - Changed to accommodate the practice of clarifying in GMP Amendments the pricing of included Allowances [CM/DB General Conditions § 9.2.7], Unit Prices [CM/DB General Conditions § 9.2.8], and Alternates [CM/DB General Conditions § 9.2.9]

❖ **Retainage**

- Commentary: Revised per Amended Substitute House Bill 96 (Am. H.B. 96)(eff. September 30, 2025).
- See CM/DB Agreement § 3.7.
- See CM General Conditions §§ 6.30.2.2, 9.2.12, and 9.2.13.
- See DB General Conditions §§ 6.30.2.2, 9.2.13, and 9.2.14.
- See GC Agreement § 2.2.
- See GC General Conditions §§ 6.31.2.2, 9.5, and 9.6.

❖ **Termination**

- Added provisions to facilitate transition and mitigate costs and delays in the event of a Contracting Authority termination of the Contract. [CM/DB/GC General Conditions § 11.3.4]

END OF DOCUMENT

HVAC SYMBOLS	
SYMBOL	DESCRIPTION
	EXISTING DUCTWORK & EQUIPMENT
	EXISTING EQUIPMENT TO BE REMOVED
	BALANCING VALVE
	BACKFLOW PREVENTER
	CHECK VALVE
	CONTROL VALVE (2-WAY)
	CONTROL VALVE (3-WAY)
	EXISTING PIPING
	EXISTING PIPING TO BE REMOVED
	PRESSURE REDUCING VALVE
	REMOVE TO POINT AND CAP
	REMOVE TO POINT FOR RECONNECTION
	SHUT OFF VALVE
	Y-STRAINER WITH BLOW DOWN
	UNION
	PIPE BRANCH TAKE-OFF FROM BOTTOM
	PIPE BRANCH TAKE-OFF FROM TOP
	PIPE DROP
	PIPE RISE
	TEST PLUG

GENERAL HVAC ABBREVIATIONS	
ABBREVIATION	DESCRIPTION
AAT	AMBIENT AIR TEMPERATURE
AFF	ABOVE FINISHED FLOOR
AV	AIR VENT
BAS	BUILDING AUTOMATION SYSTEM
BFP	BACKFLOW PREVENTER
CENT	CENTRIFUGAL
CO	CLEAN OUT
CTE	CONNECT TO EXISTING
DDC	DIRECT DIGITAL CONTROL
DV	DRAIN VALVE
EAT	ENTERING AIR TEMPERATURE
EC	ELECTRICAL CONTRACTOR
ESP	EXTERNAL STATIC PRESSURE
ETR	EXISTING TO REMAIN
EWI	ENTERING WATER TEMPERATURE
FZP	FREEZE PROTECTION CABLE
GC	GENERAL CONTRACTOR
LWT	LEAVING WATER TEMPERATURE
MC	MECHANICAL CONTRACTOR
MCA	MINIMUM CIRCUIT AMPACITY
MOP	MAXIMUM OVERCURRENT PROTECTION
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTSIDE AIR
REX	REMOVE EXISTING
SS	STAINLESS STEEL
STR	STRAINER
TCC	TEMPERATURE CONTROL CONTRACTOR
TH	TOTAL HEAD
TYP	TYPICAL
VFD	VARIABLE FREQUENCY DRIVE
WPD	WATER PRESSURE DROP

SOLIDS SEPARATOR SCHEDULE																		
EQUIPMENT TAG ABBREV. MARK		TYPE	CONFIGURATION	PROFILE	CONNECTIONS			GPM	WPD (FT)	CHAMBER VOLUME (GAL)	PUMP HP	VOLT	PH	FLA	OPER. WEIGHT (LB)	MANUFACTURER	MODEL	REMARKS
					INLET (IN)	OUTLET (IN)	PURGE (IN)											
SEP 1		CENTRIFUGAL	SIDE STREAM	VERTICAL	4	3	-	280	70	-	10.6	480	3	-	1300	AMIAID	ICS2-TCP	1-8

- NOTE:
A. PROVIDE PHASE LOSS PROTECTION.
B. MINIMUM SCOR- 14 KA
C. SHIPPING WEIGHT 750 LBS.
- REMARKS:
1. PREPARED/ PREWIRED SKID MOUNTED FACTORY PACKAGED SYSTEM.
2. SCHEDULE 80 PVC FACE PIPING.
3. 2 1/2" DIA. INLET / OUTLET PRESSURE GAGES
4. SOLIDS RECOVERY VESSEL TO INCLUDE THE FOLLOWING:
• 150 PSI RATED EPOXY COATED CARBON STEEL CONSTRUCTION.
• 304 STAINLESS STEEL BASKET.
• (3) 50 MICRON FILTER BAGS.
• INLET / OUTLET ISOLATION SHUTOFF BALL VALVES.
5. UL LISTED NEMA 4X PKAGED CONTROL PANEL WITH FOLLOWING:
• ELECTRO-MECHANICAL CONTROLLER
• LOCKABLE DISCONNECT SWITCH
• POWER ON OPERATING LIGHT
• SOLID STATE OVERLOAD PROTECTION
• STEP DOWN CONTROL TRANSFORMER
• FACTORY WIRED FOR SINGLE POINT POWER CONNECTION
• H-0-A SELECTOR SWITCH
• BACNET INTERFACE CAPABILITY
6. BAG FILTER CHANGE INDICATOR GAGE WITH DRY CONTACT FOR BAS INTERFACE.
7. EQUIVALENT MANUFACTURERS: PURIFLOX, LAKOS.

COOLING TOWER SCHEDULE																				
EQUIPMENT TAG		TYPE	NOMINAL TONS	NO. CELLS	GPM	EWT (°F)	LWT (°F)	EAT (WB °F)	LIFT PD (PSI)	FAN DATA				VFD MARK(S)	VOLT	PH	OPER. WEIGHT (LB)	MANUFACTURER	MODEL	REMARKS
ABBREV.	MARK									NO. PER CELL	TYPE	HP (EA)	CFM (EA)							
CT-N	1	INDUCED DRAFT	580	2	1500	96.1	85	78	4.6	1		15.0		0.6	VFD-CT-N-1A,1B	480	3	22009	MARLEY	NC8402PAN 1-20

- NOTE:
A. MINIMUM SCOR- 65 KA.
- REMARKS:
1. 301L STAINLESS STEEL CASING, STRUCTURE, COLLECTION AND DISTRIBUTION BASINS.
2. LOW SOUND FAN WITH ALUMINUM BLADES.
3. GEAR DRIVE WITH 5 YEAR WARRANTY AND TEFC MOTORS.
4. PVC FILM FILL WITH INTEGRAL LOUVERS AND DRIFT ELIMINATORS.
5. (2) 8" DIA. BEVEL AND GROOVE CASED FACE OUTLETS WITH TRASH SCREENS.
6. (2) 8" DIA. SIDE INLET CONNECTIONS. SELF BALANCING.
7. ELECTRONIC LIQUID LEVEL CONTROL PACKAGE WITH CONTROL PANEL, 5 PROBE SYSTEM, 30 FT LONG CONTROL CABLE AND SLOW CLOSING MAKE UP WATER SOLENOID VALVE.
8. (2) CASED FACE DRAIN AND OVERFLOW AND (2) 1 1/2" ADDITIONAL DRAINS WITH PLUG IN EACH CELL.
9. STAINLESS STEEL INTERCONNECTION CELL EQUALIZING FLUME WITH REMOVABLE PLATES, PLATES SHIPPED LOOSE FOR ON SITE STORAGE.
10. 12 KW (ONE PER CELL) 480 V 3 ELECTRIC IMMERSION FREEZE PROTECTION BASIN HEATER WITH PACKAGE CONTROL PANEL.
11. EXTENDED BEARING LUBRICATION LINES.
12. VIBRATION CUT OFF SWITCHES.
13. HOT WATER BASIN ACCESS LADDER AND TOP DECK SAFETY RAILS. (HOT DIPPED GALVANIZED) HVAC CONTRACTOR SHALL COORDINATE LOCATION OF LADDER PER PLANS AND DETAILS WITH COOLING TOWER MANUFACTURER PRIOR TO PURCHASE.
14. HOT WATER BASIN TOP DISTRIBUTION HEADERS: (FIELD INSTALLED BY CONTRACTOR).
15. INTERNAL SERVICE WALKWAY.
16. SPARE COLLECTION BASIN SENSOR WELL PLUGGED FOR FUTURE TEMPERATURE PROBE BY BAS CONTRACTOR.
17. SPRING VIBRATION ISOLATOR FURNISHED AND INSTALLED BY CONTRACTOR, MASON INDUSTRIES HOUSED RESTRAINED MODEL, SURS-0.4 1" DEFLECTION (8 REQUIRED).
18. MARLEY GUARD DISTRIBUTION ANTIMICROBIAL FILTER PACKAGE, CONSTRUCTED OF NYLON AND 304 STAINLESS STEEL, FURNISH (2) TWO SETS: 1-SET INSTALLED AND 1-SET FOR OWNERS STORAGE.
19. EQUIVALENT MANUFACTURERS: PAV, EVAPKO (MAXIMUM HEIGHT, 5'0" TOP OF PAN DECK, 1'5" TOP OF SAFETY RAIL).

FREEZE PROTECTION SYSTEM SCHEDULE1											
MARK	CIRCUIT NUMBER	SERVICE	PIPE SIZE (IN.)	NUMBER OF PASSES	POWER (W/LF)	MAINTENANCE TEMP. (°F)	CIRCUIT LENGTH (FT)	ELECTRICAL DATA			REMARKS
								VOLT	PH	BREAKER AMPERAGE	
FZP	1	COND. SUPPLY (CS)	6	1	5	40 °F		120	1	20	CHROMALOX CP95-1CR 1-10,12
FZP	2	COND. RETURN (CR)	6	1	5	40 °F		120	1	20	CHROMALOX CP95-1CR 1-10,12
FZP	3	COND. SUPPLY (CS)	6	1	5	40 °F		120	1	20	CHROMALOX CP95-1CR 1-10,12
FZP	3A	DRAIN / OVERFLOW METER	3	1	5	40 °F		120	1	20	CHROMALOX CP95-1CR 1-11,12
FZP	4	COND. RETURN (CR)	6	1	5	40 °F		120	1	20	CHROMALOX CP95-1CR 1-10,12

- REMARKS:
1. ALL CIRCUITS SINGLE PASS CABLE UNLESS NOTED OTHERWISE.
2. DATA BASED ON OUTDOOR DESIGN AMBIENT TEMPERATURE OF -20°F
3. DATA BASED ON SERVICE PIPING MAINTENANCE TEMPERATURE OF 40°F
4. REFER TO FLOOR PLANS AND DETAILS FOR PIPING AND CABLE LENGTH, VALVES, AND FITTINGS. CONTRACTOR SHALL CONFIRM ACTUAL CABLE LENGTH IN FIELD PRIOR TO PURCHASE OF CABLE AND EQUIPMENT. CONFIRM CIRCUIT REQUIREMENT WITH MANUFACTURER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
5. PROVIDE 2" THICK MINIMUM INSULATION.
6. INSTALL ALL FREEZE PROTECTION CABLE AT 4 O'CLOCK OR 8 O'CLOCK POSITION AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
7. PROVIDE "CAUTION" PIPE LABELING FOR ALL HEAT TRACED PIPE CIRCUITS.
8. ALL FREEZE PROTECTION CIRCUITS (ALARM THERMOSTATS) SHALL BE MONITORED THROUGH FACILITY BAS. COORDINATE WITH TEMPERATURE CONTROL CONTRACTOR. REFER TO CONTROL / WIRING DETAIL DRAWING FOR ADDITIONAL INFORMATION.
9. FURNISH WITH THE FOLLOWING ACCESSORIES:
A. TWO (2) CIRCUIT ETI CONTROLLERS KSP1230. FIELD SET TO ENABLE CIRCUITS AT 40°F.
B. MONITOR ALARM CONTACT THROUGH FACILITY BAS.
C. CIRCUIT CONTROL THERMOSTAT (SET 40°F) AMBIENT SENSING (CHROMALOX RTP # AS-BM).
D. POWER CONNECTING KITS.
E. TEE SPLICE KITS.
F. CIRCUIT END TERMINATION KITS.
10. MANUFACTURER'S REPRESENTATIVE CONTACT INFORMATION:
COMPANY: OMAR MCDOWELL CO
CONTACT: CRAIG MCDOWELL
PHONE: (440) 808-2280
EMAIL: craig@omarmcdowell.com
11. EXTERNAL POWER FROM DRAIN / OVERFLOW METER HEAT TRACE FROM FZP-3 CIRCUIT.
12. EQUIVALENT MANUFACTURERS: THERMON-FLX, TYCO-RAYCHEM.

VARIABLE FREQUENCY DRIVE SCHEDULE																				
EQUIPMENT TAG		SERVICE	TYPE	ELECTRICAL			ENCLOSURE	DRIVE STATUS CIRCUIT	BYPASS	PASSIVE HARMONIC FILTER	OPTIONS			DAMPER CONTROL CIRC.	DISCONNECT SAFETY CIRC.	REDUNDANT DRIVE PACK	OPER. WEIGHT (LB)	MANUFACTURER	MODEL	REMARKS
ABBREV.	MARK			TYPE	VOLT	PH					MOTOR HP	OUTPUT LC FILTER	MULTIPLE MOTOR OUTPUT							
VFD	1A	CT-N-1A	6 PULSE	NORMAL	480	3	15	NEMA 1	YES	NO	NO	NO	NO	NO	YES	NO		ABB	ACH580	1-2
VFD	1B	CT-N-1B	6 PULSE	NORMAL	480	3	15	NEMA 1	YES	NO	NO	NO	NO	YES	NO			ABB	ACH580	1-2

- NOTE:
A. ALL VFDs SHALL BE BY THE SAME MANUFACTURER.
B. MC SHALL COORDINATE VFD SIZE WITH MOTOR HP.
C. VFDs SHALL BE FURNISHED BY THE MC, INSTALLED AND WIRED BY THE EC. BOTH MC AND EC SHALL COORDINATE ALL FINAL LOCATIONS AND REQUIRED SERVICE CLEARANCES.
D. ALL VDF OPTIONS SHALL BE INTEGRAL TO THE VDF ENCLOSURE.
- REMARKS:
1. EQUIVALENT MANUFACTURERS: DANFOSS VLT SERIES, YASKAWA 1000 SERIES.

EQUIPMENT TAGGING LEGEND	
ABBREVIATION	TAGGING DESCRIPTION
CT	
VFD	

HVAC PIPE INSULATION SCHEDULE						
SERVICE					TYPE	THICKNESS TYPE
	CONDENSER WATER INSIDE BUILDING				FIBERGLASS	B
	CONDENSER WATER WITH FREEZE PROTECTION CABLE				FIBERGLASS	A
	COLD WATER MAKE UP INSIDE BUILDING				FIBERGLASS	C
	COLD WATER MAKE UP WITH FREEZE PROTECTION CABLE				FIBERGLASS	A
THICKNESS SCHEDULE TYPE		PIPE SIZES (INCHES)				
		3/4 AND BELOW	1 TO 1-1/4	1-1/2 TO 3	4 TO 6	8 AND ABOVE
A		1-1/2	1-1/2	2	2	2
B		1	1	1	1	1-1/2
C		1	1	1-1/2	1-1/2	1-1/2

- NOTES:
A. PIPING WITH FREEZE PROTECTION CABLE SHALL HAVE INSULATION THICKNESS AS REQUIRED PER THE INSTALLED CABLE MANUFACTURER, BUT NOT LESS THAN SCHEDULED ABOVE. FOR PIPING 1-1/4 INCH AND BELOW, INSULATION PIPE SIZE SHALL BE 1/4 INCH LARGER THAN PIPE SIZE TO ALLOW ADEQUATE SPACE FOR THE CABLE.
B. WHERE PIPING, INSTALLED OUTDOORS, IS INSULATED WITH FIBERGLASS, PROVIDE WEATHERPROOF COVER AS SPECIFIED IN 23 07 00.

PIPE SYSTEM ABBREVIATIONS	
ABBREVIATION	DESCRIPTION
CD	AC CONDENSATE DRAIN PIPING
CF	CHEMICAL FEED PIPING
CR	CONDENSER WATER RETURN PIPING
CS	CONDENSER WATER SUPPLY PIPING
D	DRAIN PIPING
EQ	EQUALIZER PIPING

HVAC ABBREVIATIONS	
ABBREVIATION	DESCRIPTION
CH	CHILLER
CP	CONDENSER WATER PUMP
CSF	CHEMICAL SHOT FEEDER
CT	COOLING TOWER
CT-N	COOLING TOWER
FZP	FREEZE PROTECTION POWER CONNECTION
FZPC	FREEZE PROTECTION CONTROL PANEL CIRCUIT 1
SEP	SOLIDS SEPARATOR
VFD	VARIABLE FREQUENCY DRIVE

CHEMICAL TREATMENT SYSTEM NOTES:

CONTRACTOR SHALL PROVIDE CHEMICAL TREATMENT SYSTEM MODIFICATIONS FOR THE CONDENSER WATER SYSTEM AND NEW COOLING TOWER UPON COMPLETION OF EQUIPMENT REPLACEMENT. COORDINATE WITH OWNER'S CHEMICAL TREATMENT SYSTEM SUPPLIER. CHEMICAL TREATMENT SYSTEM CONTACT INFORMATION AS FOLLOWS:

COMPANY: CHARDON LABS
CONTACT : 614-313-6877

MODIFICATIONS SHALL INCLUDE THE FOLLOWING SCOPE OF WORK:

- CONDENSER WATER SYSTEM CHEMICAL TREATMENT SYSTEM (LOCATION IN BASEMENT) SHALL BE MODIFIED FOR NEW COOLING TOWER CONSTRUCTED OF 301L STAINLESS STEEL. (EXISTING TOWER BEING REMOVED - GALVANIZED STEEL CONSTRUCTION).
- HVAC CONTRACTOR TO PROVIDE NEW DEDUCT WATER METER IN CHEMICAL TREATMENT SYSTEM BLOWDOWN. CHEMICAL TREATMENT VENDOR SHALL COORDINATE METER INSTALLATION.
- REMOVAL OF EXISTING ABANDONED CHEMICAL TREATMENT SYSTEM EQUIPMENT IN ATTIC NORTH MECHANICAL EQUIPMENT ROOM.

EQUIPMENT RIGGING LOGISTICS NOTES:

ALL RIGGING REQUIRED FOR DEMOLITION OF EXISTING AND INSTALLATION OF NEW EQUIPMENT AND MATERIALS IS RESPONSIBILITY OF THE HVAC CONTRACTOR.

PRELIMINARY RIGGING PLAN AS FOLLOWS:

- ALL CRANE LIFT REQUIRED FOR DEMOLITION OF EXISTING EQUIPMENT AND MATERIALS AND INSTALLATION OF NEW EQUIPMENT AND MATERIALS SHALL BE PROVIDED WITH ONE SINGLE LIFT / MOBILIZATION PERIOD.
- CRANE MOBILIZATION SHALL BE SET UP ON FRONT STREET AND SHALL OCCUR FROM FRIDAY 6:00 PM UNTIL SUNDAY 7:00 PM. CRANE DEMOBILIZATION TO BEGIN SUNDAY AM. FRONT STREET TO BE COMPLETELY CLOSED AND TRAFFIC REDIRECTED DURING THE MOBILIZATION PERIOD.
- ALL NEW STRUCTURAL STEEL MEMBERS REQUIRED FOR INSTALLATION OF NEW COOLING TOWER SHALL BE FABRICATED PRIOR TO RIGGING DATE. STEEL MEMBERS ARE TO BE BOLTED IN PLACE DURING RIGGING PERIOD TO ACCEPT NEW COOLING TOWER. SEE STRUCTURAL DRAWINGS.
- RIGGING / CRANE MOBILIZATION DATES SHALL BE DETERMINED BY HVAC CONTRACTOR AND COORDINATED WITH OWNER AND RIGGING CONTRACTOR.

NEW DEDUCT WATER METERS:

HVAC CONTRACTOR SHALL PROVIDE NEW 3" COOLING TOWER OVERFLOW / DRAIN METER AND 1" CHEMICAL TREATMENT BLOWDOWN METER WHERE INDICATED ON FLOOR PLANS. NEW DEDUCT METERS SHALL BE ITRON AUTOMATED METERS WITH 100W+ REMOTE COMMUNICATION MODULE PER CITY OF COLUMBUS WATER DEPARTMENT REQUIREMENTS.

NOTE: NEW COOLING TOWER MAKE UP WATER DEDUCT METER FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR. NEW CHEMICAL TREATMENT IMPULSE MAKE UP METER PROVIDED BY CONTRACTOR. SEE MAKE UP WATER MANIFOLD DETAIL DRAWING H6-2.

GENERAL HVAC NOTES:

- THE HVAC SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES AND STANDARDS.
- DRAWINGS ARE DIAGRAMMATIC. INDICATED POSITIONS SHALL BE FOLLOWED AS CLOSELY AS POSSIBLE. EXACT EQUIPMENT LOCATIONS AND PIPING ROUTING SHALL BE SUBJECT TO BUILDING CONSTRUCTION AND INTERFERENCES WITH OTHER TRADES. WHERE THE LOCATION OF A SPECIFIC PIPE, OR DEVICE IS DIMENSIONED, ITS INSTALLED LOCATION SHALL BE AS DIMENSIONED UNLESS COORDINATED OTHERWISE WITH THE ARCHITECT OR ENGINEER.
- ALTHOUGH ATTEMPTS HAVE BEEN MADE TO IDENTIFY EXISTING EQUIPMENT LOCATIONS, PIPE ROUTING, AND SIZES WITH THE USE OF EXISTING DRAWINGS AND FIELD OBSERVATIONS, MC SHALL FIELD VERIFY EXISTING INFORMATION AND REPORT ANY DISCREPANCIES TO THE ENGINEER. CONTRACTOR SHALL NOTE DISCREPANCIES ON THE RECORD DRAWINGS.
- UNLESS NOTED OTHERWISE, SERVICES INDICATED AS BEING REMOVED SHALL BE REMOVED TO THE POINT INDICATED FOR RECONNECTION, OR BACK TO THE MAIN, CAPPED, AND IDENTIFIED.
- THE OWNER SHALL HAVE THE OPTION OF RETAINING ANY OR ALL REMOVED EQUIPMENT FOR SALVAGE. MC SHALL DISPOSE OF EQUIPMENT NOT RETAINED BY THE OWNER.
- CUTTING AND PATCHING OF WALLS AND FLOORS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PERFORMING THE WORK REQUIRING THE PENETRATION. IF THE MC DEFACES OR DAMAGES WALLS, FLOORS, OR FINISHES, THE MC SHALL BE RESPONSIBLE FOR PATCHING, REPAIRING, AND REFINISHING. PATCHING MATERIALS SHALL MATCH THE EXISTING CONDITIONS AS APPLICABLE.
- PROVIDE FIRESTOPPING AT PENETRATIONS OF FIRE-RATED ASSEMBLIES. REFER TO THE ARCHITECTURAL LIFE SAFETY PLANS FOR THE LOCATION OF FIRE-RATED ASSEMBLIES. FIRESTOPPING SHALL BE PERFORMED BY THE CONTRACTOR PERFORMING THE WORK REQUIRING THE PENETRATION.
- EXCEPT FOR SLAB ON GRADE, PROVIDE FIRESTOPPING AT PENETRATIONS OF NON-FIRE-RATED FLOORS. FIRESTOPPING SHALL BE PERFORMED BY THE CONTRACTOR PERFORMING THE WORK REQUIRING THE PENETRATION.
- WHERE CONDUITS, OR PIPES ARE REMOVED THROUGH FIRE-RATED FLOORS OR WALLS, THE CONTRACTOR REMOVING THE DEVICE/MATERIAL SHALL SEAL THE REMAINING OPENING TO MAINTAIN FIRE-RATING.
- INSTALL EQUIPMENT REQUIRING AN ELECTRICAL CONNECTION IN SUCH A MANNER SO THAT PROPER CLEARANCE IS PROVIDED FOR SERVICING PER THE NATIONAL ELECTRIC CODE.
- EQUIPMENT LAYOUT IS BASED ON SCHEDULED EQUIPMENT. ACTUAL INSTALLED EQUIPMENT SIZE, CONFIGURATION, AND PIPING CONNECTIONS SHALL BE COORDINATED WITH THE BUILDING AND PIPING LAYOUT.
- EQUIPMENT SCHEDULES CONTAIN BOTH NOTES AND REMARKS. NOTES APPLY TO ALL EQUIPMENT SCHEDULED. REMARKS APPLY ONLY TO SPECIFIC EQUIPMENT AS INDICATED.
- EQUIPMENT, VALVES, CONTROL DEVICES, ETC. SHALL BE ACCESSIBLE.
- PRIOR TO FABRICATION AND INSTALLATION OF PIPING, COORDINATE SENSOR AND DEVICE LOCATIONS WITH THE TEMPERATURE CONTROL CONTRACTOR.
- HVAC SYSTEM PIPING AND DUCTWORK SHALL NOT BE INSTALLED IN ELEVATOR SHAFTS, ELEVATOR MACHINE ROOMS, ELECTRICAL ROOMS, OR INFORMATION TECHNOLOGY (LOW VOLTAGE) ROOMS.
- DO NOT SUPPORT PIPING FROM ANOTHER DUCT, PIPE, OR CONDUIT. DO NOT SUPPORT ANY ITEM FROM METAL ROOF DECK.
- PROVIDE AIR VENTS IN PIPING SYSTEMS AS REQUIRED FOR COMPLETE AIR ELIMINATION. PROVIDE HOSE END DRAIN VALVES AS REQUIRED TO ALLOW COMPLETE SYSTEM DRAINING. NOTE LOCATIONS ON AS-BUILT DRAWINGS.

TEST AND BALANCE NOTES:

HVAC (HYDRONIC) SYSTEM AND BALANCE SCOPE OF WORK IS NOT PART OF THE CONTRACT AND SHALL BE PROVIDED BY THE ENGINEER. HOWEVER, HVAC CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL TEST AND BALANCE WORK WITH THE DESIGNATED TEST AND BALANCE AGENCY. REFER TO SPECIFICATION SECTION 230300-3.05 FOR ADDITIONAL REQUIREMENTS. PROJECT TEST AND BALANCE SHALL INVOLVE THE FOLLOWING SCOPE OF WORK:

PREBALANCE SCOPE:

- THE PREBALANCE SCOPE OF WORK SHALL BE PROVIDED PRIOR TO START OF ANY DEMOLITION OR REPLACEMENT OF EQUIPMENT.
- FULL TEST AND BALANCE REPORT OF NORTH COOLING TOWER CONDENSER WATER PUMP OPERATING CONDITIONS
 - HVAC CONTRACTOR SHALL PROVIDE TEST PLUGS IN EXISTING SYSTEM WHERE REQUIRED BY TEST AND BALANCE AGENCY.
 - PREBALANCE TEST REPORT FOR ENGINEER'S REVIEW PRIOR TO START OF ANY DEMOLITION OR EQUIPMENT REPLACEMENT.

FINAL TEST AND BALANCE WORK SCOPE:

- PROVIDE COMPLETE TEST AND BALANCE OF NEW FLOW CONDITION FOR NORTH CONDENSER WATER PUMP UPON COMPLETION OF NORTH COOLING TOWER REPLACEMENT.
- PROVIDE COMPLETE TEST AND BALANCE OF NEW CONDENSER WATER SOLIDS SEPARATOR PACKAGE.
- SUBMIT COPY OF FINAL TEST AND BALANCE REPORT FOR ENGINEERS REVIEW.

DRAWING LIST - HVAC	
NUMBER	NAME
H0-1	HVAC LEGENDS, SCHEDULES AND GENERAL NOTES
H1-1	OVERALL LOCATION FLOOR PLANS
H1-2	BASEMENT HVAC PIPING FLOOR PLAN
H5-1	ENLARGED PARTIAL HVAC ATTIC PIPING DEMOLITION PLAN
H5-2	ENLARGED PARTIAL HVAC ROOF PIPING DEMOLITION PLAN
H5-3	ENLARGED PARTIAL HVAC ATTIC PIPING DEMOLITION PLAN
H5-4	ENLARGED PARTIAL HVAC ROOF PIPING PLAN
H6-1	HVAC SECTIONS
H6-2	HVAC DETAILS AND DIAGRAMS
H7-1	HVAC TEMPERATURE CONTROLS

Facilities Construction Commission

Karpinski
ENGINEERING

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Columbus, OH 43240
614-430-9820 | karpinskieng.com

KEY PLAN

CONSULTANTS

PROJECT NAME

**SUPREME COURT OF OHIO
JSC-250001 COOLING TOWER
UPGRADE**

CLIENT NAME

**OHIO FACILITIES CONSTRUCTION
COMMISSION**

3	ADDENDUM NO. 1	11/12/2025
2	BID DOCUMENTS	10/24/2025
1	PERMIT DRAWINGS	09/24/2025

REV. NO.	DESCRIPTION	DATE
----------	-------------	------

PROJECT NO: 2025-1004

DRAWN BY: BAM

APPROVED BY: FAE

DATE: 10/24/2025

SCALE: As indicated

SHEET TITLE

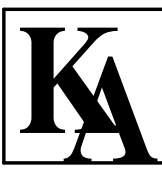
**HVAC LEGENDS, SCHEDULES AND
GENERAL NOTES**

SHEET NUMBER

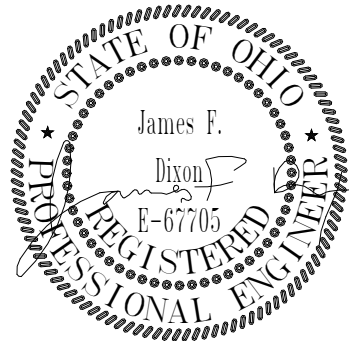
H0-1

KEY PLAN

CONSULTANTS



Kabil Associates, Inc.
Engineers Architects Planners
5900 Sharn Woods Boulevard Columbus, Ohio 43229
Phone: (614) 899-6707 Fax: (614) 899-7503



PROJECT NAME

SUPREME COURT OF OHIO
JSC-250001 COOLING TOWER
UPGRADE

CLIENT NAME

OHIO FACILITIES CONSTRUCTION
COMMISSION

1	ADDENDUM 1	11/12/2025
	BID DOCUMENTS	10/24/2025
	PERMIT DRAWINGS	09/24/2025
REV. NO.	DESCRIPTION	DATE

PROJECT NO: 2025-1004
DRAWN BY: KABIL
APPROVED BY: JFD
DATE: 10/24/2025

SCALE: 12" = 1'-0"

SHEET TITLE
STRUCTURAL NOTES

SHEET NUMBER

S0-1

STRUCTURAL NOTES:

GENERAL STRUCTURAL NOTES:

GOVERNING CODE
OHIO BUILDING CODE 2024

- SNOW LOAD (FOR NEW UNIT):
 - GROUND SNOW LOAD:
 $P_g = 20$ PSF MODIFIED BY APPLICABLE DRIFT COEFFICIENTS
 - FLAT ROOF SNOW LOAD:
 $P_f = 20$ PSF MODIFIED BY APPLICABLE BUILDING COEFFICIENTS
 - SNOW LOAD IMPORTANCE FACTOR:
 $I = 1.0$
 - SNOW EXPOSURE FACTOR:
 $C_e = 1.0$
 - THERMAL FACTOR:
 $C_t = 1.00$
- WIND LOAD (FOR NEW UNIT):
 - MAIN WINDFORCE-RESISTING SYSTEM: 115 MPH PER ASCE 7 (ULTIMATE GUST).
 - WIND EXPOSURE: B
 - WIND LOAD IMPORTANCE FACTOR $I_e = 1.0$
 - BASIC WIND VELOCITY PRESSURE, $q_h = 1.721$ PSF
 - INTERNAL GUST PRESSURE COEFFICIENT $GCP = 0.18$ (ENCLOSED BUILDING).

STRUCTURAL STEEL:

- STRUCTURAL STEEL SHALL CONFORM TO THE AISC "SPECIFICATIONS FOR DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS- ALLOWABLE STRESS DESIGN," LATEST EDITION.
- WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISED CODE OF THE AMERICAN WELDING SOCIETY, AWS D1.1 - LATEST EDITION.
- STRUCTURAL STEEL:
 - USE ASTM A992 GRADE 50 STEEL FOR WIDE FLANGE SHAPES AND PLATES.
- WELDING ELECTRODES SHALL BE E-70 OR BETTER. FOR WELDING SYMBOLS WITH NO LENGTH DIMENSION GIVEN, THE WELDING SHALL BE CONTINUOUS BETWEEN ABRUPT CHANGES IN DIRECTION. WELDS NOT OTHERWISE NOTED SHALL BE 1/4" IN SIZE.

- ⚠
- ALL STRUCTURAL STEEL (NEW TO NEW AND NEW TO EXISTING) SHALL BE PRE-DRILLED FOR ALL BOLTED CONNECTIONS.

CHEMICAL/EPOXY ANCHORS (FURNISHED BY G.C.):

- USE HILTI HY150 MAX ADHESIVE ANCHORING SYSTEM, OR APPROVED EQUAL BY A/E.
- ANCHORS TO BE AN ALL THREADED ROD-COMMON CARBON STEEL MEETING ASTM A193 GRADE B7 ($F_y \approx 105$ KSI).
- ANCHORS MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.
- ANCHORS MUST BE INSTALLED IN HOLES PRE-DRILLED IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.
- INSPECTION MUST BE PERFORMED FOR VERIFICATION OF ANCHOR TYPE, ANCHOR DIMENSIONS, HOLE DIMENSIONS, HOLE CLEANING PROCEDURES, ANCHOR SPACING, ANCHOR EMBEDMENT AND TIGHTENING TORQUE.
- APPROVED EQUALS MUST BE RATED FOR CRACKED AND UNCRACKED CONCRETE AND MEET THE REQUIREMENTS IN ACCORDANCE WITH ICC-ES ACCEPTABLE CRITERIA FOR POST-INSTALLED ADHESIVE ANCHORS IN CONCRETE (AC308).

STEEL REPAIR NOTES:

- THE SURFACE PREPARATION WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THIS WILL INCLUDE TEMPORARY REMOVAL OF PIPES, CONDUIT FIXTURES, CAST CONCRETE PANELS, AND ACCESSORIES AND REINSTALLATION OF THE SAME AFTER WORK IS COMPLETED.
- REMOVE & REPAIR LOOSE/CORRODED REGIONS ON POSTS/ BEAMS.
- CLEAN STEEL TO RECEIVE PROTECTIVE COATING TO "NEAR WHITE"..

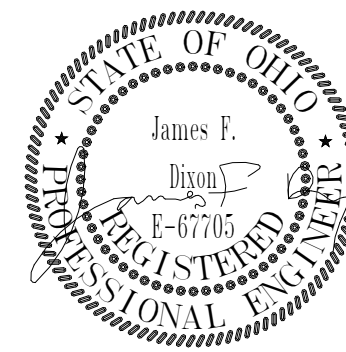
PROTECTIVE COATING:

- PROVIDE A HIGH PERFORMANCE EPOXY SYSTEM THAT PRODUCES AN EXCELLENT SKIN FRICTION FORMATION FOR MOISTURE PROTECTION.
- CLEAN STEEL TO SUPPLIER RECOMMENDATIONS. PROTECT ROOF, EQUIPMENT, AND EXISTING TO REMAIN.
- CLEAN ETCHED SURFACE WITH AN ACETONE OR SUPPLIERS RECOMMENDATION.
- PRIME STEEL PER SUPPLIER RECOMMENDATION.
- INSTALL PROTECTIVE EPOXY COATING.
- EPOXY PAINT: MUST MEET ODOT CMS STANDARDS.

KEY PLAN

CONSULTANTS

Kabil Associates, Inc.
Engineers Architects Planners
5900 Shaws Woods Boulevard Columbus, Ohio 43229
Phone: (614) 899-6707 Fax: (614) 899-7503



PROJECT NAME

SUPREME COURT OF OHIO
JSC-250001 COOLING TOWER
UPGRADE

CLIENT NAME

OHIO FACILITIES CONSTRUCTION
COMMISSION

1	ADDENDUM 1	11/12/2025
	BID DOCUMENTS	10/24/2025
	PERMIT DRAWINGS	09/24/2025
REV. NO.	DESCRIPTION	DATE

PROJECT NO: 2025-1004

DRAWN BY: KABIL

APPROVED BY: JFD

DATE: 10/24/2025

SCALE: As indicated

SHEET TITLE

ATTIC - ENLARGED FRAMING PLAN

SHEET NUMBER

S2-1

DESIGN INTENT FOR PLATFORM:

- DESIGN LIVE LOAD OF PLATFORM: 40 PSF. PLATFORM IS DESIGNED FOR MECHANICAL ACCESS OF MAINTENANCE. NOT DESIGNED FOR EQUIPMENT LOADING.
- ALL DIMENSIONS AND ELEVATIONS TO BE FIELD VERIFIED.
- PLATFORM LAYOUT TO BE COORDINATED W/ ARCH AND OWNER. PLATFORM ONLY SHOWN FOR REFERENCE.
- THERE ARE MANY PROCESSES/PIPPING/VALVES THAT NEED TO BE ACCOUNTED FOR: EITHER TO ACCESS FROM NEW PLATFORM OR FOR NEW PLATFORM TO BE BUILT AROUND. FIELD VERIFY AND ADJUST AS NEEDED. SHOP DRAWINGS TO BE SUBMITTED W/ PROPOSED/FIELD VERIFIED DIMENSIONS.
- COORDINATE PLATFORM ELEVATION W/ ARCH AND OWNER.
- SEE SHEET ASS.1 FOR GENERAL STRUCTURAL DETAILS.
- NOTE: THE GRATING SELECTED SHALL, AT A MINIMUM, MEET ALL DESIGN SPECIFICATION STANDARDS AND SAFELY SUPPORT A 40 PSF LIVE LOAD BASED ON SPAN.

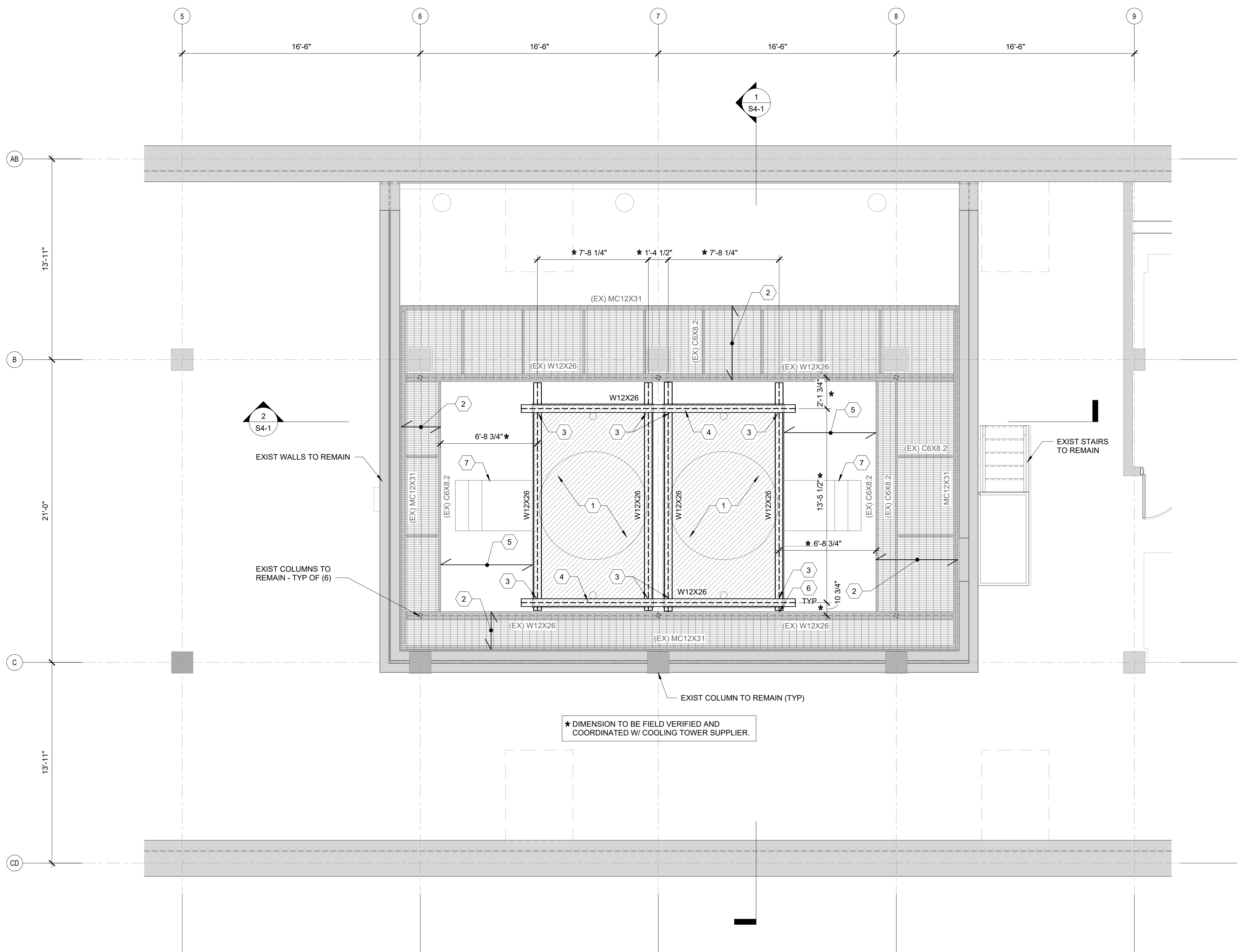
GENERAL NOTES:

- EXISTING CONDITIONS: ALL SIZES ARE BASED ON ORIGINAL CONSTRUCTION DOCUMENTS. CONTRACTORS SHALL VERIFY EXIST CONDITIONS AND SHALL REPORT ALL DISCREPANCIES TO A/E FOR RESOLUTION BEFORE PROCEEDING.
- EXISTING CONDITIONS: DETAILS OF CONNECTIONS OF NEW TO EXIST ARE FOR GENERAL INTENT ONLY. CONTRACTORS SHALL VERIFY EXIST CONDITIONS. CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO A/E FOR RESOLUTION BEFORE PROCEEDING.
- ALL DIMENSIONS SHALL BE VERIFIED AT THE PROJECT SITE AND THE A/E SHALL BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- (3) EXIST COOLING TOWERS TO BE REMOVED:
WEIGHT OF EACH EXIST COOLING TOWER = 7,550 LBS
TOTAL WEIGHT OF ALL (3) COOLING TOWERS = 22,650 LBS
- ALL NEW STEEL SHALL BE GALVANIZED.
- GRATING: TO BE APPROVED BY OWNER.
A. GRATING TO BE DESIGNED FOR 40 PSF LIVE LOAD AND (1) 300 LB CONCENTRATED LOAD ANYWHERE ALONG THE SPAN.
- PRIOR TO WORK COMMENCING: SUBMIT SHOP DWGS W/ FIELD VERIFICATION OF ALL STEEL AND CONNECTIONS, GRATING LAYOUT AND CONNECTIONS, HANDRAIL LAYOUT AND CONNECTIONS.
- PROVIDE PROTECTION AS REQUIRED FOR ANY WELDING TO BE DONE. WELD BLANKETS AND SPOTTERS DURING WELDING (AT MIN). NOTIFY OWNER PRIOR TO WELDING TO ALLOW FOR PROPER COMMUNICATION W/ TENANTS. THIS WORK WILL REQUIRE A "HOT WORK PERMIT". ANY CONNECTION THAT CAN BE DRILLED AND BOLTED OR "C-CLAMPED" IS PREFERABLE. THE CONTRACTOR MAY SUBMIT FOR APPROVAL ANY FIELD DRILLED/C-CLAMPED CONNECTIONS PRIOR TO WORK.

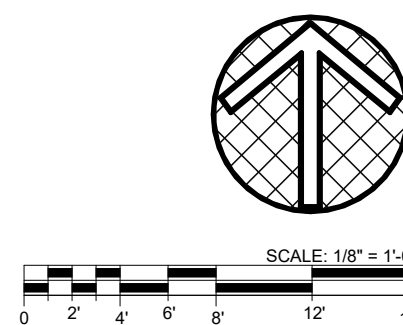
CODED NOTES:

- NEW COOLING TOWER:
DESIGN WEIGHT OF EACH COOLING TOWER = 11,900 LBS
TOTAL DESIGN WEIGHT OF (2) COOLING TOWERS = 23,800 LBS
- INDICATES EXIST GRATING TO REMAIN
- VIBRATION ISOLATOR - INSTALL PER MANUFACTURERS RECOMMENDATIONS
- NEW W12 CARRIER BEAM
- NEW GRATING AS NEEDED TO MATCH EXIST GRATING IN-KIND
- DESIGN INTENT: PROVIDE DOUBLE ANGLE BOLTED CONNECTION BTW THE EXIST BEAM / NEW BEAM - EXIST BEAM TO BE FIELD DRILLED - USE OVERSIZED WASHERS OR WASHER PLATES ON BACKSIDE OF CONNECTION. A PRE-WELDED CONNECTION IS PERMISSIBLE IF ABLE TO INSTALL PRIOR TO REMOVING EXIST TOWERS
- COOLING TOWER ACCESS PLATFORM AND STEPS - SEE ARCH DWGS

NOTE TO CONTRACTOR:
PROVIDE AN ALLOWANCE OF UP TO 500 LBS OF MISC
STEEL FOR ADDITIONAL SUPPORT AS REQUIRED FOR
FIELD CONDITIONS (PLATES, ANGLES, CHANNELS).



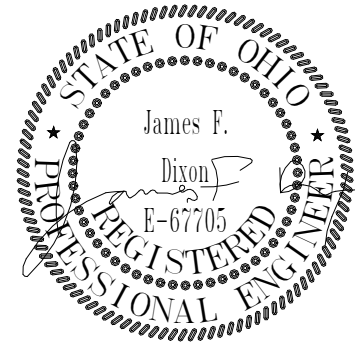
1 ATTIC FRAMING - ENLARGED
1/4" = 1'-0"



KEY PLAN

CONSULTANTS

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Phone: (614) 899-6707 Fax: (614) 899-7503



PROJECT NAME

SUPREME COURT OF OHIO
JSC-250001 COOLING TOWER
UPGRADE

CLIENT NAME

OHIO FACILITIES CONSTRUCTION
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1	ADDENDUM 1	11/12/2025
	BID DOCUMENTS	10/24/2025
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PROJECT NO: 2025-1004

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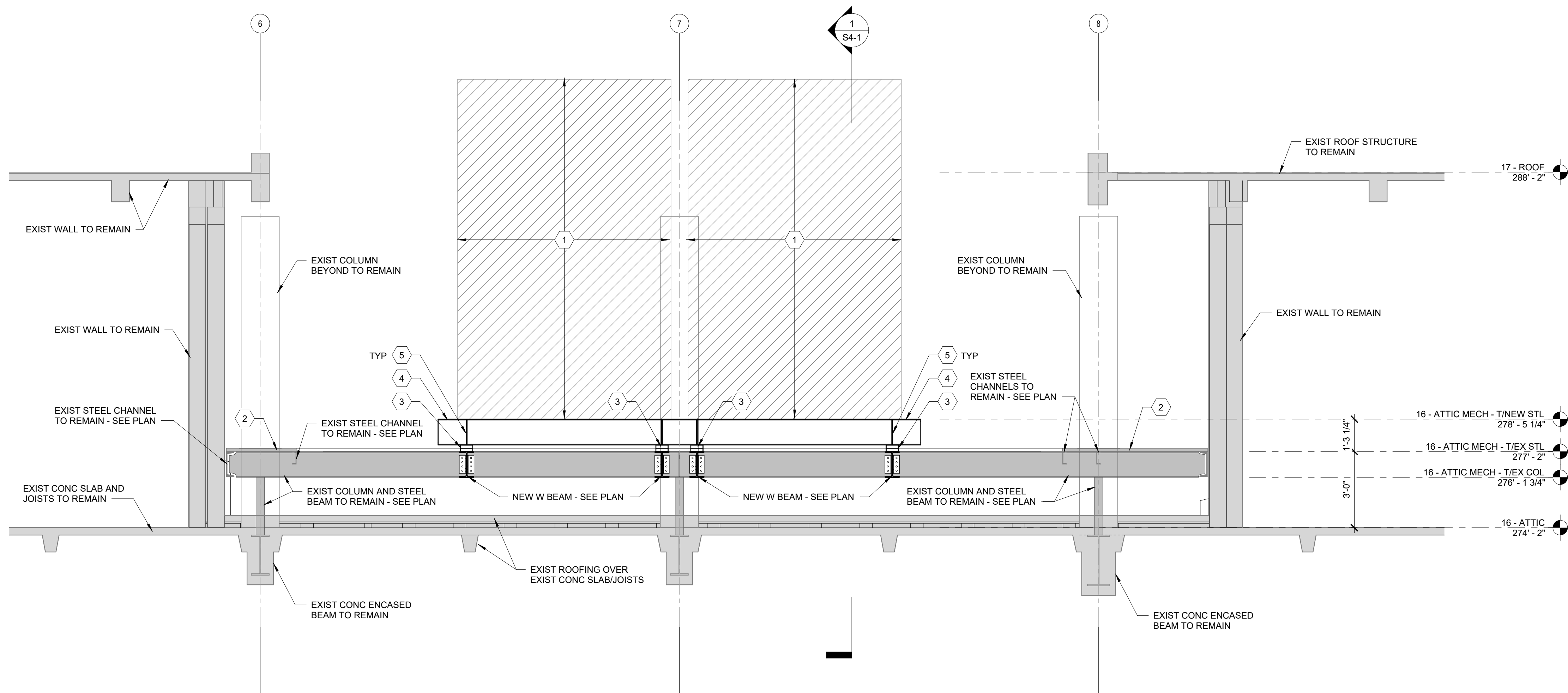
DATE: 10/24/2025

SCALE: As indicated

SHEET TITLE
STRUCTURAL SECTIONS

SHEET NUMBER

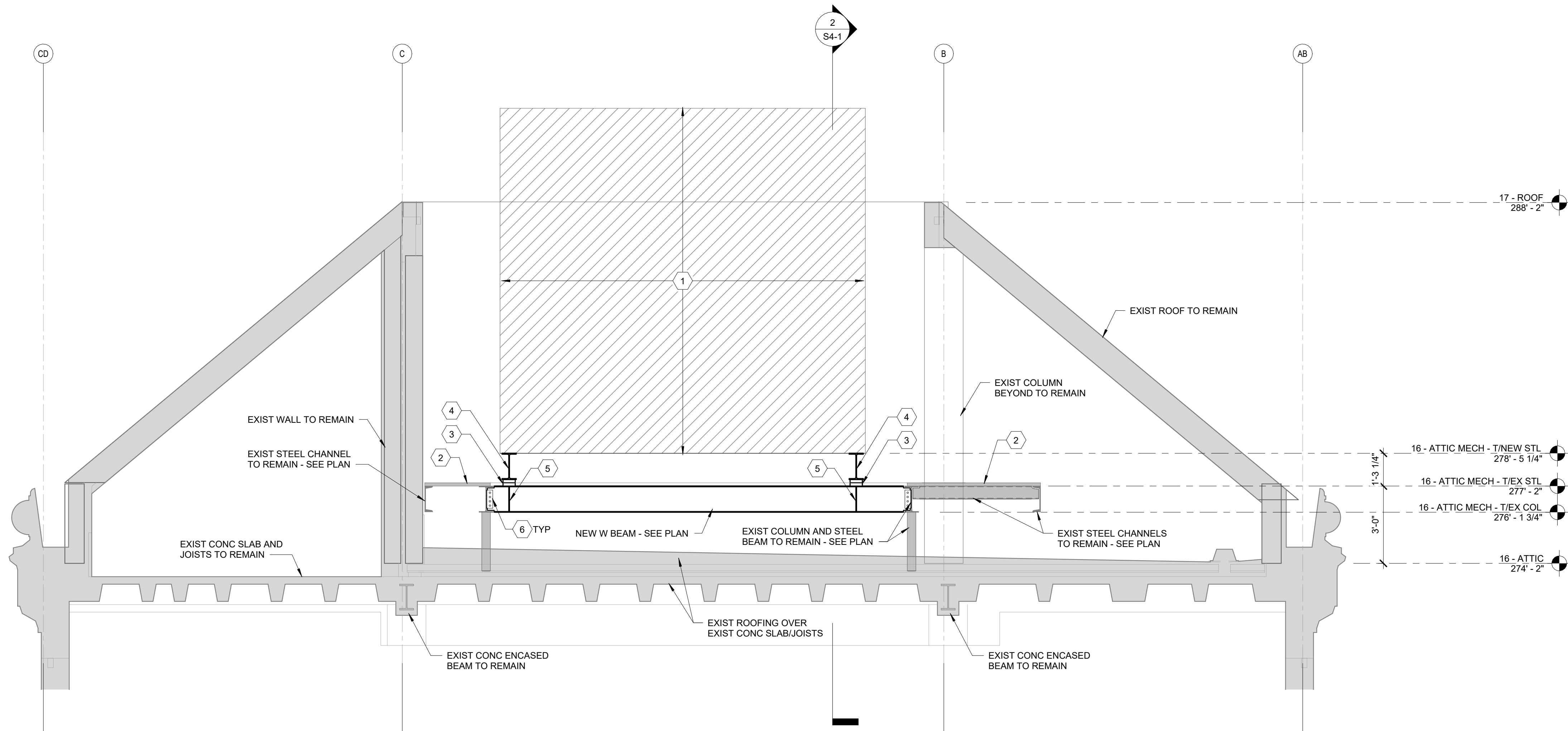
S4-1



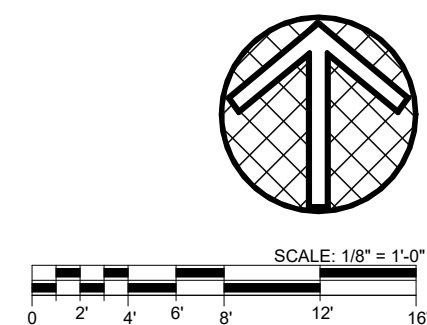
2 SECTION
3/8" = 1'-0"

CODED NOTES:

- 1 NEW COOLING TOWER - COORD W/ MECH DWGS
- 2 EXIST GRATING TO REMAIN
- 3 VIBRATION ISOLATOR - INSTALL PER MANUFACTURERS RECOMMENDATIONS
- 4 NEW CARRIER BEAM (SEE PLAN) BOLTED TO NEW STEEL W/ VIBRATION ISOLATORS
- 5 PROVIDE 5/16" FULL HT STIFFENER PLATE AT ALL BEARING LOCATIONS
- 6 CONNECTIONS BTW NEW STEEL AND EXIST STEEL SHALL BE BOLTED - SEE NOTE ON SHEET S2-1



1 SECTION
3/8" = 1'-0"



PRE-BID AGENDA

Supreme Court of Ohio Cooling Tower Upgrade JSC-25001

1. Introduction (Pass around Sign-In Sheet)
2. Channel of Communications
All communication shall be through Karpinski Engineering and will be forwarded to the appropriate area for response.

Karpinski Engineering
Attn: Charles Turner, Construction Mgr
Wayne Thomas, Project Engineer
8800 Lyra Drive Ste 530
Columbus, OH 43240
Phone: 614-430-9820
Fax: 614-430-9825
Email: cturner@karpinskieng.com
Email: wthomas@karpinskieng.com
3. Comments
All Questions should be submitted in writing. Deadline for bidding questions is **November 14, 2025 at 5:00pm** to allow sufficient time to incorporate any comments/responses into an addendum to be circulated to all contractors and plan holders prior to bid opening.
4. Site Visit – Walk
Following the Pre-Bid Meeting on **November 7, 2025 at 10:00am** at Supreme Court of Ohio 65 S. Front Street, Columbus, OH, a site visit will be conducted with contractors (if necessary). If additional visits are needed or requested by contractors, these will need to be coordinated with both Karpinski Engineering and OFCC prior to the pre-bid questions deadline of **November 14, 2025 at 5:00pm**.
5. Electronic Bid Opening
Bids will be electronically opened on **November 21, 2025 at 2:00pm**. These bids will be submitted through Bid Express ([HTTPS://Bidexpress.com](https://bidexpress.com)). Please read the Instruction to Bidders within the Project Documents.
6. Delivery of Bid
Bid will only be accepted via Bid Express. Please be sure all electronic bids are submitted prior to the Bid Opening Deadline.
7. Bid Documents
The electronic bids **MUST** contain the completed Bid Form, the Bid Security Form and a Power of Attorney supplied by the Surety.

Please upload the Bidders Qualifications and EDGE Affidavit with your bid **or** submit them to The OFCC within three days of request.
8. Bid Security Form
Bid Security Form must be for the full amount of the bid, including all ADD alternates (do not include deduct alternates), or the line left blank. If the line is left blank, the penal sum will be the full amount of the bid, including add alternates. A percentage is **NOT** acceptable and the bid will be rejected. If Bidder wishes, a certified check, cashier's check, or letter of credit, in the amount of 10% of the bid plus all ADD alternates would be acceptable. However, if that bidder is apparent low, the check will

PRE-BID AGENDA

be returned upon receipt of a performance bond. Should the company supplying the check be second or third low, the check will be held until an actual contract is signed with the low bidder.

9. Registration with State of Ohio Secretary of State

Bidder's Company Name on Bid Form AND Bond/Bid Security Form must exactly match the Company Name registered on the State of Ohio Secretary of State's website.

<https://businesssearch.ohiosos.gov/>

10. EDGE

This project is subject to the State of Ohio Encouraging Diversity, Growth, and Equity (EDGE) Business Development Program. Bidders are required to submit with their Bid and with their Bidders Qualifications Form certain information about the certified EDGE Business Enterprise(s) participating on the project with the Bidder.

The Owner has a goal to provide 5% opportunity for EDGE certified companies to perform work on the Owner's prime contracts. Apparent Low Bidders that are incapable of identifying 5% of work on prime contracts for fulfillment by EDGE certified companies must complete all sections of the Demonstration of Good Faith form. The apparent low bidder shall thoroughly document its efforts to identify work for EDGE certified companies. The apparent low bidder may request the owner to waive the 5% participation goal. The apparent low bidder shall submit a Request for Waiver on company letterhead.

The Apparent Low Bidder shall address the following in its Request for Waiver:

- Describe in overall terms the conditions that prevented the Apparent Low Bidder from providing 5% of the work on the prime contract to EDGE certified companies,
- Identify what percentage of the work on the prime contract is suitable for performance by EDGE certified firms,
- Request the Owner to waive the 5% participation goal.

11. Insurance Requirements

Please make sure that you can obtain the necessary Insurance Requirements as specified in Article 10 of the General Conditions.

Modifications

- Name The State of Ohio, The Ohio Facilities Construction Commission & The Supreme Court of Ohio, its Board of Trustees as an additional insured
- List the project name and number on the certificate
- List The Ohio Facilities Construction Commission, 30 West Spring Street Ste 4, Columbus, OH 43215 & The Supreme Court of Ohio, 65 S Front Street, Columbus, OH 43215 as the Certificate Holder

12. Additional Documentation

Please make sure that you have the following documents and they are not expired or you can easily obtain them. You are encouraged to submit these documents with your bid in order to expedite an evaluation of your bid. (Refer to Instruction to Bidders 2.10)

Certificate of Compliance (Bonding Company)

- Ohio Worker's Compensation Certificate
- EEO Certificate of Compliance (Equal Opportunity Division 614/466-8380)
<http://www.das.ohio.gov/Divisions/EqualOpportunity/ConstructionCompliance.aspx>
- Certificate of Good Standing from the Secretary of State showing the right to do business in the State of Ohio – See Instruction to Bidders 2.10.3.14

PRE-BID AGENDA

- Plumbing, Electrical, hydronics, refrigeration and heating, ventilating and air conditioning (HVAC) contractors' proof of licensing by the Department of Commerce, Industrial Compliance Division, Ohio Contractors Industry Examining Board (OCIEB)
13. Drug – Free Safety Program
All Bidders are required to show evidence of enrollment, and good standing in, a Drug-Free Safety Program (DFSP) approved by the Ohio Bureau of Workers' Compensation (OBWC). Bidders shall confirm their enrollment on the space provided on the Bid Form.
<https://www.bwc.ohio.gov/employer/services/StateContract/nlbwc/StateContract1.aspx>
 14. Drug-Free Safety Program – Subcontractors
Contractors entering into a Contract shall require each of its Subcontractors on the Project to also be enrolled a Drug-Free Safety Program (DFSP) approved by the Ohio Bureau of Workers' Compensation (OBWC). Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit confirmation of enrollment of its Subcontractors to the AE and Owner on the Subcontractor and Material Supplier Declaration. Note that the Ohio BWC's 90-day premium exemption for out-of-state contractors/subs does not include DFSP; there are no exceptions/exemptions for DFSP requirements.
 15. Unresolved Findings
Effective January 1, 2004, Ohio Revised Code (ORC) 9.24 prohibits the State of Ohio from awarding a contract to any individual or organization against whom the Auditor of State has issued a findings for recovery if the findings for recovery is unresolved at the time of award of contract.
 16. Wage Rates
The project, requires State of Ohio DIC Prevailing Wages to be paid. The prevailing wage rates are available under 00 73 43A Prevailing Wage Report.
 17. Public Records Request
Any person seeking to review public records relating to the bid, such as other bids, may make the request to the Department of Administrative Services with State of Ohio. Although the law does not require the request to be made in writing, to facilitate a complete and timely response, any or all requests should be made online <https://das.ohio.gov/help-center/public-record-request-site-area/public-records-requests>
 18. Standard Requirements
Bidders are strongly encouraged to read the current "front-end" section of the specifications to familiarize themselves with the administrative rules. If there are any questions or problems during construction, the "front-end" is what will govern.
 19. Tax Exempt
The Supreme Court of Ohio is tax exempt. Contractor will receive a tax-exempt certificate with the Notice to Proceed.
 20. Traffic and Parking
No onsite parking will be available for Contractor's Personal or Company Vehicles.
 21. Project Requirements - Refer to General Conditions 00 72 13 & Summary of Work 010100
 - Owner Occupancy** – [Owner Occupied Building During Construction.](#)
 - Storage** – [Storage or Staging of Materials as permitted and scheduled in advance with Owner.](#)
 - Site Utilization** – [Confined to the Area of Construction Limits as indicated on Contract Drawings.](#)
 - Trailer Space Availability** – [No Onsite Trailer will be Allowed on Site](#)
 - Traffic Control** – [Contractor responsible for coordination, manpower and permits with City of Columbus](#)

PRE-BID AGENDA

Deliveries and Scheduling – Construction Deliveries Requires Advanced Notice with Owner
Temporary Facilities – Refer to Article 6 General Conditions of Contract for requirements under the contract in performance of work.

Project Closeout Standards – Refer to Article 6 General Conditions of Contract & Individual Specifications Sections for Additional Information and/or Requirements

22. Utilities and Service Interruptions – Refer to Article 6 General Conditions of Contract. Disruptions to any Existing Facility Utilities Requires Advanced Notice & Approval by Owner.

23. Progress Schedule – Contract Time is 261 Days Substantial Completion from NTP

24. Other

- a. There is an existing freight elevator located on the south side of the building with a 5,800 lbs max weight capacity which can be utilized for transporting materials and tools. But, the freight elevator only goes up to the 13th Floor. Mechanical Penthouse is on the 15th Floor.
- b. There is a double door access hatch located on the 13th Floor a central elevator lobby which provide direct access for lifting material and tools in the mechanical penthouse. Facilities stated that max capacity of a hook with chain fall for hoisting would be 5,000 lbs.
- c. Contractor's will be responsible to provide temporary protection as required for all existing finishes within freight elevator cab and areas directly outside of freight and passenger elevators including pathways between elevators on the 13th Floor.
- d. Staging of limited materials and equipment should be on 15th Floor of Penthouse at South Stairwell. Access to the stairwell including existing equipment serving facility must be maintained at all times throughout the project.
- e. Contactors who will be working on the project will be required to secure badging. The badging process takes approximately 4 weeks (Month) or more for background checks and other requirements.
- f. Permitting Construction Drawings have been issued and approved by the State of Ohio. These will be issued to Contractor who will be awarded the project at the conclusion of the bidding process and final execution of contract.

25. Questions



Date: 11-07-25

Project Name: Supreme Court Cooling Tower Upgrade

Owner: The Supreme Court of Ohio

Project Number: JSC-25001

Name	Company	Contact Information
Mike House	GTC	Phone: 614-267-3062 Email: mikhhouse@gtdcc
Phil Clark	TALCO	Phone: 614-348-0908 Email: phil@Towerequipment.com
Chris Myers	Greiner Brothers	Phone: Email: Cmyers@greiner-brothers.com
Grant Weise	The K Company	Phone: 330-815-8335 Email: grantw@thekcompany.com
Art Short	Bay Crane/Capcity	Phone: 614-560-9696 Email: AShort@BayCrane.com
Ry Delgado	Speer Mech.	Phone: 614-307-0822 Email: rdelgado@spoor-mechanical.com
GARRETT Hill	LIMBACH	Phone: 614-448-8290 Email: ghill@limbachinc.com
Shawn Bailey	Limbach	Phone: 614-989-8326 Email: shawn.bailey@limbachinc.com
Ben Trick	OFCC	Phone: Email:
Mike Roberts	Speer	Phone: 614-600-6687 Email:
Nick Keller	Speer	Phone: Email: 614-374-0622
Robert Brown	Ohio Supreme Ct.	Phone: Email: robert-brown@sc.ohio.gov
Frank Eisenhauer	KE	Phone: Email: feisenhauer@karpinskieng.com
Charles Turner	KE	Phone: Email: cturner@karpinskieng.com
		Phone: Email: