



University of Akron Standard Requirements for Public Facility Construction (General Contracting Project)

2025 Edition

Including Standard Form Documents of
Division 00 – Procurement and Contracting Requirements
and Sections of Division 01 – General Requirements

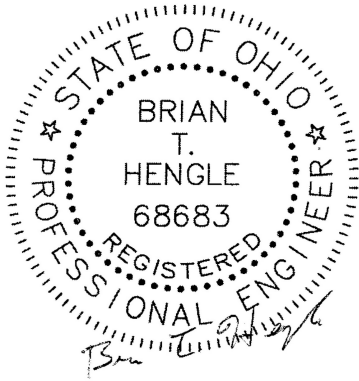
Project Number: 260002

**Project Name: Guzzetta Hall/EJ Bridge
Demo**

University of Akron
Capital Planning & Facilities Management



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State of Ohio Standard Requirements for Public Facility Construction

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END OF DOCUMENT

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State of Ohio Standard Requirements for Public Facility Construction

Electronic bids will be received by:

The University of Akron, Department of Purchasing
<https://the-university-of-akron.public-portal.us.workdayspend.com/>

for the following Project:

Project 260002
Guzzetta Hall/EJ Bridge Demo.
The University of Akron
Akron, Summit

in accordance with the Contract Documents prepared by:

The Osborn Engineering Company
1111 Superior Avenue, Suite 2100, Cleveland, Ohio 44114
216-861-2020
Brian Hengle, PE
bhengle@osborn-eng.com

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

To bid on the Project through our electronic bidding platform, you must first register at <https://the-university-of-akron.public-portal.us.workdayspend.com/>. Vendors can view the project details related documents without registering.. The electronic bidding service offers customer support at scoutsupport@workday.com.

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer ("A/E") through <https://the-university-of-akron.public-portal.us.workdayspend.com/> no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

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

Prevailing Wage rates and Equal Employment Opportunity requirements are applicable to this Project.

This Project is subject to the State of Ohio's Encouraging Diversity, Growth, and Equity ("EDGE") Business Development Program. A Bidder is required to submit with its Bid and with its Bidder's Qualifications form, certain information about the EDGE-certified Business(es) participating on the Project with the Bidder. Refer to **Section 6.1.10** of the **Instructions to Bidders**.

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

The percentage is determined by the contracted value of goods, services, materials, and labor that are provided by EDGE-certified Business(es). The participation is calculated on the total amount of each awarded contract. For more information about EDGE, contact the State of Ohio Department of Development at <http://development.ohio.gov/business>; or by telephone at (800) 848-1300.

The Bidder must indicate on the electronic Bid Form, in the spaces provided or by attachment, the locations where its services will be performed, in accordance with the requirements of Executive Order 2019-12D related to providing services only within the United States. The Bidder must also affirm its compliance with Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company. Failure to do so may cause the Bid to be rejected as non-responsive.

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

Bidders are encouraged to be enrolled in and to be in good standing in a Substance Use Prevention and Recovery (SUPR) Program approved by the Ohio Bureau of Workers' Compensation ("OBWC") prior to submitting a Bid and provide, on the

Electronic Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other SUPR criteria described in **Section 1.6** of the **General Conditions**.

Electronic bids will be received for:

<u>Trade</u>	<u>Estimate</u>
General Contract	\$267,000.00

until **March 4th, 2026**, at **9am.**, when all Bids will be electronically opened. Bid tabulations will be posted no later than 5:00 p.m. on the day Bids are opened.

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on February 25th, **2026**, at **9am.** at the following location:

Purchasing Suite Conference Room 105
250 Forge Street, 1st Floor
Akron, Ohio 44325-9001

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

The Contract Documents are available for purchase from SE Blueprint, 540 South Main Street, Suite 211, Akron, Ohio 44311 at the non-refundable cost of **\$110.00** per set, plus shipping.

The Contract Documents may be downloaded as electronic PDF files from the Workday Strategic Sourcing electronic bidding service at <https://the-university-of-akron.public-portal.us.workdayspend.com/> at no charge.

END OF DOCUMENT

Document 00 21 13 - Instructions to Bidders (General Contracting / Electronic Bid)
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ARTICLE 1 - GENERAL INSTRUCTIONS

1.1 Applicable Law and Forum

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

1.2 Project Scheduling and Coordination

1.2.1 When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

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

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

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

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

1.3 Written Notice

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

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

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

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

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

1.4 Use of the State's Electronic Bidding Software

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

1.4.2 Bidders, Subcontractors, and Material Suppliers may download the Contract Documents as PDF files from the [Construction Bids | Ohio Facilities Construction Commission](https://the-university-of-akron.public-portal.us.workdayspend.com/) site, at no charge or by registering and associating with a company at <https://the-university-of-akron.public-portal.us.workdayspend.com/>

1.4.3 Bidders are encouraged to create and obtain approval of their Digital ID well in advance of the bid deadline. Approval may take up to seven business days.

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

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

1.4.6 Bidders, Subcontractors, and Material Suppliers are encouraged to familiarize themselves with Workday Strategic Sourcing and become acquainted with the university’s bidding platform, before bids are due. Issues should be directed to scoutsupport@workday.com.

ARTICLE 2 - BIDDING PROCEDURES

2.1 Examination of Contract Documents and the Site

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

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

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

2.1.3.1 the condition, layout, and nature of the Site and surrounding area;

2.1.3.2 the availability and cost of labor;

2.1.3.3 the availability and cost of materials, supplies, and equipment;

2.1.3.4 the cost of temporary utilities required in the Bid;

2.1.3.5 the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

2.1.3.6 the usual weather conditions of the Project location;

2.1.3.7 conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and

2.1.3.8 subsurface and concealed physical conditions and related information provided in the Contract Documents.

2.2 Pre-Bid Meeting

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

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

2.2.3 Additional compensation shall not be based upon the Bidder’s failure to attend the pre-bid meeting, which results in the Bidder’s incomplete knowledge and familiarity of the Project requirements.

2.3 Request for Interpretation

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

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

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

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

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

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

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

2.4 Basis of Design and Acceptable Components

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

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

2.4.3 Other listed components are Acceptable Components.

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

2.5 Substitutions Prior to Bid Opening

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

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

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

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

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

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

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

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

2.6 Electronic Bid Form

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

2.6.1.1 All sections of the electronic **Bid Form**, including a completed "Bidder Affirmation and Disclosure" section acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2019-12D related to providing services only within the United States and Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company, and a completed "Commitment to Participate in the EDGE Business Assistance Program" page, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as non-responsive.

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

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

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

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

2.7 Allowances

2.7.1 If Allowances are provided on the electronic **Bid Form**, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided. Allowances shall not include the Contractor's Fee.

2.8 Unit Prices

2.8.1 If Unit Prices are requested on the electronic **Bid Form**, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the electronic **Bid Form** and the actual quantities provided.

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

2.9 Alternates

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

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

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

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

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

2.10 Submittals with Electronic Bid Form

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

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

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

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

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

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

2.10.3.2 a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of

the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity (“EDGE”) participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

2.10.3.3 a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

2.10.3.4 a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;

2.10.3.5 a complete listing of Substance Use Prevention and Recovery (“SUPR”) violations in the last 5 years;

2.10.3.6 upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:

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

2.10.3.7 a description of the Bidder’s relevant facilities and major equipment, whether leased or owned;

2.10.3.8 a description of the management experience of the Bidder’s project manager(s) and superintendent(s) and a comprehensive resume for each;

2.10.3.9 a description of the EDGE-certified Business(es) the Bidder proposes as Subcontractors for this Project by attaching a fully completed **EDGE Affidavit** form for each EDGE-certified Business;

2.10.3.10 to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;

2.10.3.11 a current Ohio Workers' Compensation Certificate;

2.10.3.12 if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;

2.10.3.13 evidence that the Bidder is enrolled in, and in good standing in, a SUPR program approved by the Ohio Bureau of Workers' Compensation (“OBWC”); and

2.10.3.14 any other data or information which the A/E may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

2.11 Changes in the Bid Amount

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

ARTICLE 3 - BID OPENING AND EVALUATION

3.1 Delivery of Bid

3.1.1 The Bidder shall submit its Bid to the Contracting Authority prior to the time of the bid deadline.

3.1.2 Bids that are submitted after the time of the bid deadline shall not be considered.

3.2 Bid Opening

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

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

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

3.3 Bid Deadline Extension

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

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

3.4 Bid Evaluation Criteria

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

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

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

3.4.4 The Contracting Authority reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as non-responsive.

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

3.5 Bid Evaluation Procedure

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

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

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

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

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

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

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

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

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

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

3.5.3.2 the experience of the Bidder;

3.5.3.3 the financial condition of the Bidder;

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

3.5.3.5 the facilities of the Bidder;

3.5.3.6 the management skills of the Bidder, including the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning, and electrical branches or classes of the Work; and

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

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

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

3.6 Rejection of Bid

3.6.1 If the lowest Bidder is not responsive or responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing of the finding and the reasons for the finding. The notice shall be given by email, or by certified mail if no email address is available.

3.6.2 Ten Percent Rule.

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

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

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

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

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

3.7 Notice of Intent to Award

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

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

ARTICLE 4 - WITHDRAWAL OF BID

4.1 Withdrawal prior to Bid Opening

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

4.2 Withdrawal after Bid Opening

4.2.1 The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

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

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

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

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

4.3 Refusal to Accept Withdrawal

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

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

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

4.4 Refusal to Perform

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

4.5 Effect of Withdrawal

4.5.1 A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded. The Bidder shall not otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted without the Contracting Authority's prior written consent.

ARTICLE 5 - BID GUARANTY AND BOND

5.1 Bid Guaranty

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

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

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

5.1.1.3 an electronic verification through an electronic verification and security system described in ORC section 153.08.

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

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

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

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

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

5.2 Forfeiture of Bid Guaranty

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

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

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

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

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

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

5.2.3.1 The Bidder failing or refusing to execute the Agreement is liable to the State for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in **Section 5.3**.

5.3 Exception to Forfeiture

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

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

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

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

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

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

5.4 Bond

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

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

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

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

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

ARTICLE 6 - CONTRACT AWARD AND EXECUTION

6.1 Conditions Precedent for Execution of Contract

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

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

6.1.3 Ohio Workers' Compensation Certificate

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

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

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

6.1.7 Evidence that the Bidder is enrolled in, and in good standing in, a SUPR program approved by the OBWC.

6.1.8 Required Notice of Unresolved Findings for Recovery.

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

6.1.9 EDGE Program – Supporting Documentation Required.

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

6.1.10 If the Bidder is a joint venture, it must submit the executed agreement between the joint venturers describing the division of services/work and percentage of contract for each company, and a Power of Attorney which authorizes one or more individuals to bind the joint venture and each individual joint venturer to Contract Modifications.

6.2 Non-compliance with Conditions Precedent

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

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

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

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

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

6.3 Time Limits

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

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

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

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

6.4 Notice to Proceed

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

6.4.1.1 Schedule of Values;

6.4.1.2 preliminary schedule of Shop Drawings and other Submittals;

6.4.1.3 **Subcontractor and Material Supplier Declaration** form, with completed "Bidder Affirmation and Disclosure" forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D for Subcontractors that were not identified in the electronic **Bid Form**;

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

6.4.1.5 evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at <http://supplier.ohio.gov>.

6.5 Prevailing Wage Rates

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

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

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

END OF DOCUMENT

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

State of Ohio Standard Requirements for Public Facility Construction

THIS SAMPLE BID FORM IS PROVIDED WITH THE PROJECT
MANUAL AS A PLACEHOLDER ONLY – SUBMIT YOUR BID
USING THE ELECTRONIC BID FORM.

General Info	Alt Total:	Bid Total:
Deadline 03/04/2026 9:00 AM EST	Description U of Akron Guzzetta Hall/EJ Bridge Demo.	
Posted 02/14/2026		
Number 260002		
Business Name		

Procurement Documents
260002_Guzzetta Hall_EJ Bridge Demo
→ Procurement & Contracting Requirements and Specifications
260002 U of Akron - Guzzetta Hall_EJ Bridge Demo
→ Plans, elevations, sections, details, and schedules
2 Attachments

Contract Times and Addenda								
Contract Times								
The time for Substantial Completion of all Work is 42 consecutive days from the Notice to Proceed.								
Acknowledgement of receipt of Addenda								
<table><thead><tr><th>Date Addendum #1 Received</th><th>Date Addendum #2 Received</th><th>Date Addendum #3 Received</th><th>Date Addendum #4 Received</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Date Addendum #1 Received	Date Addendum #2 Received	Date Addendum #3 Received	Date Addendum #4 Received				
Date Addendum #1 Received	Date Addendum #2 Received	Date Addendum #3 Received	Date Addendum #4 Received					

■ Allowance Instructions

Allowance amounts are fixed and no entry of data is required by the Bidder. Include each and every Allowance amount in the Base Bid. The Bidder's Fee (overhead and profit) and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowance must be included in the Base Bid and NOT in the Allowance amount.

■ Allowances (General Contract)

Item	Description	Allowance Amount*	Extension
Allowance A-1	VERTICAL CONCRETE REPAIR AT BALCONY		
1 Items		Total:	

■ Unit Price Instructions

Enter the price per unit of measure in the Bid Form and the extension will be automatically calculate. Include the Extension for each and every Unit Price in the Base Bid. Unit prices will be used solely for the purpose of determining the adjustment to the Contract Sum for differences between the estimated quantities on the electronic Bid Form and the actual quantities provided.

■ Unit Prices (General Contract)

Item	Description	Quantity	Unit Price*	Unit of Measure	Extension
Unit Price U-1	SIDEWALK REMOVAL		_____	Each	
Unit Price U-2	CONCRETE SIDEWALK		_____	Each	
Unit Price U-3	SURVEYING & STAKING		_____	Each	
Unit Price U-4	MAINTENANCE OF TRAFFIC		_____	Each	
Unit Price U-5	EROSION CONTROL		_____	Each	
Unit Price U-6	COLUMN DEMO.		_____	Each	
Unit Price U-7	BRIDGE DEMO.		_____	Each	
Unit Price U-7	SOFFIT SLAB REPAIR	200	_____	Square Feet	
Unit Price U-8	GLASS GUARDRAIL		_____	Each	
Unit Price U-8	CAST-IN-PLACE CONCRETE WALL		_____	Each	
10 Items				Total:	

■ Base Bid Instructions

Enter the amount of the Base Bid for ALL LABOR AND MATERIALS to complete the scope of Work. Include the amount of each Allowance (if applicable) and the subtotal of each Unit Price Extension (if applicable) in the Base Bid amount. Failure to include Allowance or Unit Price Extensions in the Base Bid is the responsibility of the Bidder and will not be sufficient reason for adjustment of the Bid amount after the Bid deadline. Do not include Alternates (if applicable) in the Base Bid amount.

■ Base Bid (General Contract)

Item	Description	Base Bid Amount*	Extension
Base Bid	All Labor and Materials (include Allowances and Unit Price Extensions above)	_____	
1 Item		Total:	

■ Alternate Instructions

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

■ Bidder Affirmation and Disclosure

The Bidder acknowledges that by submitting its Bid, the Bidder has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

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

1. Principal business location of Contractor:

Contractor Address*

City, State, and Zip*

Name / Principal business location of Subcontractor(s), if known at time of Bid deadline:

Subcontractor Name*

Address, City, State, and Zip*

2. Location(s) where services will be performed by Contractor (Project Sites):

Name*

Address, City, State, and Zip*

Name(s) / Location(s) where services will be performed by Subcontractors (Project Sites):

Subcontractor Name

Address, City, State, and Zip

3. Location(s) where State data will be located by Contractor:	
Address*	City, State, and Zip*
Location(s) where State data will be located by Subcontractor(s), if known at time of Bid deadline:	
Subcontractor Name	Address, City, State, and Zip

Bidder also affirms, understands and agrees that the Contractor and its Subcontractors are under a duty to disclose to the State any change or shift in location of services performed by the Contractor or its Subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this electronic Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

■ EDGE Program Commitment to Participate

Option A

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

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

Option B (indicate percentage of participation below)

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

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

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

Option C

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

Select EDGE option above*

If option B selected, enter percentage

■ Certifications (State Prevailing Wages)

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. The Bidder and each Person submitting a Bid on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, or Alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
6. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in Article 5 of the Instructions to Bidders.
7. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
9. The Bidder agrees to furnish any information requested by the Contracting Authority or the Architect/Engineer to evaluate the responsibility of the Bidder.
10. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
11. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall enter the legal name of the Bidder and the name of the officer, partner or principal of the Bidder (in lieu of signing the Bid Form) in the data fields provided.
12. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member and the name of the officer, partner or principal (in lieu of signing the Bid Form) in the data fields provided.
13. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
14. The Bidder represents that the individual that is submitting and digitally signing the electronic Bid is legally authorized to do so.
15. Bidder acknowledges that by the act of submitting an electronic Bid that it is digitally signing the actual Bid, which shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.



The Bidder hereby acknowledges that the above representations in this Bid are material and not mere recitals.*

■ Certifications (Non-Prevailing Wage)

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. The Bidder and each Person submitting a Bid on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, or Alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
6. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in Article 5 of the Instructions to Bidders.
7. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
9. The Bidder agrees to furnish any information requested by the Contracting Authority or the Architect/Engineer to evaluate the responsibility of the Bidder.
10. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
11. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall enter the legal name of the Bidder and the name of the officer, partner or principal of the Bidder (in lieu of signing the Bid Form) in the data fields provided.
12. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member and the name of the officer, partner or principal (in lieu of signing the Bid Form) in the data fields provided.
13. The Bidder represents that the individual that is submitting and digitally signing the electronic Bid is legally authorized to do so.
14. Bidder acknowledges that by the act of submitting an electronic Bid that it is digitally signing the actual Bid, which shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.



The Bidder hereby acknowledges that the above representations in this Bid are material and not mere recitals.*

■ Certifications (Federal Prevailing Wages)

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. The Bidder and each Person submitting a Bid on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, or Alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
6. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in Article 5 of the Instructions to Bidders.
7. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
9. The Bidder agrees to furnish any information requested by the Contracting Authority or the Architect/Engineer to evaluate the responsibility of the Bidder.
10. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
11. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall enter the legal name of the Bidder and the name of the officer, partner or principal of the Bidder (in lieu of signing the Bid Form) in the data fields provided.
12. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member and the name of the officer, partner or principal (in lieu of signing the Bid Form) in the data fields provided.
13. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of the Davis Bacon Act, 40 United States Code Section 3141 and following, and that the Bidder shall pay any wage increase in the locality during the term of the Contract. Federal Prevailing Wage rates may be subject to change prior to the final award of this Contract.

14. The Bidder represents that the individual that is submitting and digitally signing the electronic Bid is legally authorized to do so.
15. Bidder acknowledges that by the act of submitting an electronic Bid that it is digitally signing the actual Bid, which shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.



The Bidder hereby acknowledges that the above representations in this Bid are material and not mere recitals.*

■ Procurement Forms

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

→ Upload below and provide original document within 3 days

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

→ Upload below or provide within 3 days of request

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

→ Upload below or provide within 3 days of request

3 Attachments

■ Instructions for Providing Bid Submittals

Submission of Electronic Facsimile of Bid Guaranty with Electronic Bid

The Bidder shall upload and attach to its bid an electronic facsimile (scanned PDF document) of its bid guaranty, payable to the Contracting Authority, in the form of any of the following: (1) the signed and sealed Document 00 43 13 - "Bid Security Form" contained in the Contract Documents (and provided for the Bidder's convenience in the block above) for the amount of the Base Bid plus all additive Alternates; or (2) a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority (refer to Sections 2.10.1.1 and 5.1 of Document 00 21 13 - "Instructions to Bidders"); or (3) an electronic verification through an electronic verification and security system.

Submission of Original Bid Guaranty

In addition to the electronic facsimile above, if not using an electronic verification and security system, the Bidder shall deliver its original unaltered Bid Guaranty to the Project Coordinator at the address identified below within 3 business days after the bid deadline. Refer to Section 2.10.1.2 of the Instructions to Bidders.

Project Coordinator
Shelly Keller, Associate Director of Purchasing
250 S. Forge Street, 1st Floor
Akron, OH 44325

Non-responsive Bid for Failure to Submit Bid Guaranty

If not using an electronic verification and security system, the Bidder must submit both the electronic facsimile and the original unaltered Bid Guaranty as described above. The Contracting Authority shall reject a Bid as non-responsive if the Bidder fails to submit both elements of the Bid Guaranty. The checkboxes below are to identify that you have uploaded an acceptable form of Bid Guaranty. Do not check all boxes. Refer to Section 2.10.1 of the Instructions to Bidders.

Submission of Bidder's Qualifications and EDGE Affidavit

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

■ Required Bid Guaranty Upload

Name	File*
Document 00 43 13 - Bid Security Form → Upload a scan of the fully executed Bid Security Form AND submit the original document to the Contracting Authority within 3 days of the bid deadline	Select file... no file selected ☐ I am NOT enclosing this document because the omission terms have been met. (Bidder submitted a Cashier's Check OR Electronic Verification below)
Power of Attorney → Upload a scan of the fully executed Power of Attorney AND submit the original document to the Contracting Authority within 3 days of the bid deadline	Select file... no file selected ☐ I am NOT enclosing this document because the omission terms have been met. (Bidder submitted a Cashier's Check OR Electronic Verification below OR included with the Bid Security Form above)
Cashier's Check for 10% of the Bid → Upload a scan of the Cashier's Check AND submit the original check to the Contracting Authority within 3 days of the bid deadline	Select file... no file selected ☐ I am NOT enclosing this document because the omission terms have been met. (Bidder submitted the Bid Security Form AND Power of Attorney above, OR Electronic Verification below)
Electronic Verification and Security System → Upload a secure authorization code uniquely and electronically assigned to the Bid Guaranty and Power of Attorney	Select file... no file selected ☐ I am NOT enclosing this document because the omission terms have been met. (Bidder submitted a Bid Security Form AND Power of Attorney, OR Cashier's Check above)
4 Required Documents	

■ Bidder's Qualifications and EDGE Affidavit Upload

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

■ Bidder Signatory Information

Bidder Signatory

Name of Bidder's Authorized Signatory:***Title of Authorized Signatory:*****All Bidders complete all information in this form. Duplicate and complete the block below for each Joint Venturer:**

Bidder Information

Business Name:***Business Mailing Address, City, State, Zip:*****Telephone Number:*****Email Address:*****Federal Tax ID Number:*****State of Incorporation (if applicable):****Contact person for Contract processing:*****Date enrolled in an OBWC-approved SUPR
(month/date/year):****President or Chief Executive Officer's Name:*****President or Chief Executive Officer's Title:*****END OF DOCUMENT**

Document 00 43 13 - Bid Security Form

State of Ohio Standard Requirements for Public Facility Construction

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____,
_____, as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto _____

_____ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Obligee on _____ (date) to undertake the Project known as:

Project Number: 260002

Project Name: Guzzetta Hall Bridge Demo

Contract Description: _____
(e.g., General Contractor/Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ _____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

Signature

By: _____
Name

Title

SURETY:

Signature

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Name

Address 1

Address 2

City State Zip

Telephone

Email

SURETY AGENT'S INFORMATION:

Name

Address 1

Address 2

City State Zip

Telephone

Email

END OF DOCUMENT

Document 00 45 13 - Bidder's Qualifications

State of Ohio Standard Requirements for Public Facility Construction

Project Number: 260002

Project Name: Guzzetta Hall Bridge Demo

1. Company Name: _____

Physical Address: _____
Street, Building, Unit

City, State, Zip

Mailing Address (if different): _____
P.O. Box

City, State, Zip

Telephone Number (w/ Area Code): (_____) _____

Fax Number (w/ Area Code): (_____) _____

Email address: _____

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

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

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

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

- 4. Facilities & Equipment.** Indicate Bidder's relevant facilities and major equipment (leased or owned).
- 5. Ongoing & Relevant Projects.** List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.
- 6. Regulatory / Contractual.** Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.
- a) State or federal Prevailing Wage violations or judgments
 - b) EDGE program violations
 - c) Contract abandonment, contract termination, as either a prime- or sub-contractor, or Surety takeover
 - d) Debarment by state, federal, or local jurisdictions

e) EPA/OSHA violations

f) Liquidated damages and Statutory Delay Forfeiture assessed

g) Drug-Free Safety Program and Drug Free Workplace Program violations (currently titled ***Substance Use Prevention and Recovery Program***)

7. Management. Identify individuals assigned to this Project.

Principal _____ Years with firm _____ Total Exp. _____

Project Manager _____ Years with firm _____ Total Exp. _____

Field Superintendent _____ Years with firm _____ Total Exp. _____

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

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

Company Name _____

Authorized Official (please print or type) _____

Signature of Authorized Official _____ Date _____

END OF DOCUMENT

Document 00 52 00 - Agreement Form (University Project)
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 University, and the Contractor in connection with the Project.

Project Number:	260002
Project Name:	Guzzetta Hall Bridge Demo
Site Address:	The University of Akron Guzzetta Hall Akron, OH 44325 Summit County
Owner (“University”):	The University of Akron
Owner’s Representative:	Shelly Keller
Address:	Polymer Engineering Academic Center, 1 st floor Akron, OH 44325-0405
Contracting Authority:	The University of Akron
Project Manager:	James Haskell
Address:	Polymer Engineering Academic Center, 1 st floor Akron, OH 44325-0405
Contractor:	
Contractor’s Principal Contact:	
Address:	
Architect/Engineer (“A/E”):	The Osborn Engineering Company
A/E’s Principal Contact:	Aaron Lobas, PE, SE, ML SE
Address:	1111 Superior Avenue, Suite 2100 Cleveland, OH 44114

ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

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

ARTICLE 2 - COMPENSATION

- 2.1** The University 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)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»
Substantial Completion of all Work	43 calendar days	05/01/2026

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 «insert date»; 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 University’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 University gives the Contractor written notice that such funds are available from the University’s funding source.

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the University, 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 University 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.

6.2

SIGNATURES

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

«INSERT CONTRACTOR'S NAME»

THE UNIVERSITY OF AKRON

Signature

Signature

Printed Name

Printed Name

Title

Title

OHIO ATTORNEY GENERAL

Approval as to Form

Signature

Printed Name

Title

END OF DOCUMENT

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

EDGE PARTICIPATION

Statement of Intent to Contract and Perform

Bidder or Proposer: submit one fully completed form for each EDGE-certified Business

Project Name Guzzetta Hall Bridge Demo Project Number 260002
Bidder or Proposer Name _____ Federal Tax I.D. _____
Mark the type of contract:
☐ Multi-Prime Contract ☐ General Contract ☐ CM at Risk Contract ☐ Design-Build Contract

EDGE-certified Business information (for contract at any tier)

EDGE Business Name _____ Contact Person _____
EDGE Business Address _____ Phone _____
EDGE City, State ZIP _____ E-mail _____
EDGE Certification No. _____ Federal Tax I.D. _____

Mark all that apply:

☐ Subcontractor ☐ Professional Services ☐ Goods & Services

Describe the materials, labor, services, supplies, etc. to be provided by the EDGE-certified Business (may use industry codes – continue on separate page if needed):

Certification of Intent by EDGE-Certified Business and by the Bidder or Proposer

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

_____ Dollars (\$ _____).

If the Bidder or Proposer is not awarded a Contract, this Statement of Intent shall be null and void.

EDGE-certified Business

Authorized Signature

Name

Title

Date Signed

Bidder or Proposer

Authorized Signature

Name

Title

Date Signed

4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, 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 the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

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

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

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

6.7.2.2 The Contractor shall pay the Subcontractor 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 Subcontractor provides the following information with its request for payment:

- .1** a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2** a certification of materials stored off-site, prepared by the Subcontractor 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 Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3** The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A:

6.13.2 Exhibit B:

6.13.3 Exhibit C:

6.13.4 Exhibit D:

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

«INSERT SUBCONTRACTOR'S NAME»

«INSERT CONTRACTOR'S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

Document 00 61 13 - Performance and Payment Bond Form

State of Ohio Standard Requirements for Public Facility Construction

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

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

SIGNED AND SEALED this _____ day of _____, _____.

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

Project Number: 260002
Project Name: Guzzetta Hall Bridge Demo
Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the
Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors,
Material Suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or
completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor,
Material Supplier or laborer having a just claim as well as for the Obligee herein; then this obligation shall be void; otherwise
the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Sureties for
any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of
the said Contract or in or to the Plans and Specifications therefor shall in any wise affect the obligations of said Surety on its
bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the
Work or the Contract Documents, including without limitation the Plans and Specifications.

PRINCIPAL:

Principal SignatureBy:

Title:

SURETY:

Surety SignatureBy:

Attorney-in-Fact**SURETY INFORMATION:**

Street

City State Zip

Telephone Number**SURETY AGENT'S INFORMATION:**

Agency Name

Street

City State Zip

Telephone Number

Email Address**END OF DOCUMENT**

Document 00 61 13.19 - Acknowledgement of Surety (General Contracting)
State of Ohio Standard Requirements for Public Facility Construction

Project Number: _____

Project Name: _____

Owner: _____

Contracting Authority: _____

Contractor: _____

Surety Name: _____

Performance & Payment Bond No.: _____

Original Penal Sum: _____

As required under the Contract between the State of Ohio, acting by and through the Contracting Authority, and the Contractor in connection with the Project, the Surety hereby acknowledges that the Penal Sum of the above-mentioned Bond has been increased to \$_____ (*must be not less than 100% of the Contract Sum*).

SURETY:

SURETY INFORMATION:

Surety Signature

Street

By: _____
Attorney-in-Fact

City State Zip

Date

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

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. Addenda become part of the Contract Documents when the Agreement is executed.
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. Allowance amounts do not include the Contractor’s Fee on account of the associated Work.
Alternate	A change in the proposed Project scope, which may include but is not limited to alternate materials or methods of construction, and an amount stated on the Bid form to be added to or deducted from the Base Bid if the corresponding Alternate is incorporated into the Contract.
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.
BIM	See "Building Information Model."
Bid Form	A form furnished by the Contracting Authority with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder's Bid.
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.
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 document prepared by the A/E and executed by the Contracting Authority that directs a change in the Work.
Change Order	A document recommended by the A/E and executed by the Contracting Authority and the Contractor that modifies 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 amount identified in the Agreement as adjusted by the Owner and Contracting Authority.
Construction Cost	The sum of the Contract Cost amounts for a phase of the Project.
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, 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 schedule Milestone in the progress of any Phase when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to (1) all governmental authorities have given final, written approval of the Work, (2) a final unconditional certificate of occupancy has been granted 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 Documents	Collectively, the documents that constitute the substance of the Contract including Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and Modifications if any.
Contract Sum	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 established by the Notice to Proceed, including adjustments authorized by executed Change Orders.
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	A firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.
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 profit and home-office overhead 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 signed by the Contractor, shall serve as an affidavit that payments requested are in proportion to the Work completed as shown on the Schedule of Values.
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 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.
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.
Dispute Review Board	A form of Alternative Dispute Resolution that is typically comprised of three members, selected jointly by the Contractor and the Contracting Authority, to monitor the progress of construction and provide recommended resolutions to disputes that are brought before them.
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 Contract Cost amounts published in the Solicitation, as modified by Addenda, for a phase of the Project.
Estimated Contract Cost	The estimated amount for the Contract published in the Solicitation, including the Base Bid estimate and the estimates of selected Alternates, if any, as modified by Addenda.
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."
Final Inspection	The final review of the Work of the Contractor by the A/E to determine whether issuance of the Certificate of Contract Completion is appropriate.
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 and (2) premiums for builder's risk insurance if the Contractor purchases the builder's risk policy for the Project.
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 of Ohio university or college, community college, state of Ohio community college, technical college, university branch, community college district, technical college district, university branch district, and the applicable board of trustees or, in the case of a university branch district, any other managing authority.
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 authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of 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
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, which may include separate contractors for each Phase.
Plan Holder	A prospective Bidder that received a set of Contract Documents prior to the bid opening.
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.
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 Construction Documents which consists of bound volume(s) of primarily written material which generally contain Division 00 - "Procurement and Contracting Requirements," and Divisions 01 through 49 - "Specifications," and other documents pertaining to the Project.
Proposal	The offer of a Contractor to perform the Work set forth in a 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), Contractor's Warranty, Manufacturers' Warranties, certificate(s) of occupancy, 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 Change Order	A written notice from the Contractor accompanied by a Proposal for a change in the Work.
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. Shop Drawings on equipment shall include a written statement from the manufacturer of the equipment certifying the equipment is in compliance with the Contract Documents.
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 or partial certificate of occupancy (if applicable) 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, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.
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 do not 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.

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).

1.1.3 Affirmative Action.

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

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

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

1.2 Prevailing Wages

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

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

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

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

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

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

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

1.3 Royalties and Patents

1.3.1 The Contractor shall pay all royalties 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, and furnish the certifications required by **Section 6.19.8**. 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 the State’s Web-based Project Management Software

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

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

1.8 EDGE Participation and Reporting

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

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

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

1.8.1.3 The Contractor shall include in the reporting only those expenditures to EDGE-certified Businesses that perform a commercially useful function as described in OAC Section 123:2-16-15.

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 EOC or Contracting Authority.

1.9 Owner Work Rules

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

1.10 Emergency

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

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

1.11 Contractor's Standard of Care

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

1.12 Limit of Contractor's Responsibility

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

1.13 Sustainability Requirements

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

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

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

ARTICLE 2 - STATE’S RIGHTS AND RESPONSIBILITIES

2.1 Contracting Authority

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

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

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

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

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

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

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

2.2 Owner

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

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

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

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

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

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

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

2.3 Approval of Owner, Contracting Authority, and State

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

2.4 Neutral Facilitation

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

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

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

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

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

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

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

2.5 Contractor Performance Evaluation

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

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

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

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

2.5.1.4 If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach will be used in the responsibility analysis of the Contractor and Subcontractor (where applicable) for future contracts with the State or subcontracts on State projects for 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 shall apply for, secure, and pay for the costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code; testing including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing; or approval required by Applicable Law.

3.4 Approval of A/E

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

3.5 Limitation of A/E's Authority

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

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

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

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

3.5.1.4 assume any responsibilities of the Contractor or Subcontractors.

ARTICLE 4 - SUBCONTRACTORS

4.1 Evaluation and Approval

4.1.1 Within 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.

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 a complete copy of the executed Subcontract between the Contractor and Subcontractor.

4.2 Form of Subcontract

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

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

4.3 Replacement of Subcontractors

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

4.4 Contractor's Responsibility

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

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

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

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

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 Section 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 Partnering

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

5.1.1.1 Contracting Authority: Project Manager

5.1.1.2 Owner: Primary representative

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

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

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

5.1.1.6 CxA, if applicable

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

5.1.3 To create and implement the partnering arrangement, the Project's key stakeholders shall meet prior to the construction of the Project for developing a partnering agreement. The agreement should be comprehensive and focus on all issues necessary for successful completion of the Project, and shall identify common goals and objectives, develop a problem solution process, an Alternative Dispute Resolution ("ADR") strategy in accordance with **Section 8.13**, and an implementation plan for the partnering arrangement.

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

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

5.2 Building and Trade Permits and Licenses

5.2.1 Plan Approval.

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

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

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

5.2.2 Trade Permits and Licenses.

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

5.2.3 Local Permits.

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

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

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

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

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

ARTICLE 6 - CONSTRUCTION AND CLOSEOUT

6.1 Commencement of Work on the Site

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

6.2 Responsibility of the Contractor

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

6.2.2 The Contractor shall supervise the Work.

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

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

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

6.2.6 The intent of **Sections 6.2.3 through 6.2.5** is to benefit the Separate Consultants and Separate Contractors, and to demonstrate that the Separate Consultants and Separate Contractors are intended third-party beneficiaries of the Contractor’s obligations under the Contract.

6.2.7 If the proper execution or results of any part of the Work depends upon work performed or services provided by the Owner, a Separate Consultant, or a Separate Contractor, the Contractor must inspect that other work and appropriate instruments of service, and promptly report to the Contracting Authority in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Work. The Contractor’s failure 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.

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

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

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

6.2.11 The Contractor shall use the Construction Progress Schedule to plan, organize, and execute the Project, record and report actual performance and progress, and show how it plans to coordinate and complete all remaining work by Contract Completion.

6.2.12 The Contractor shall monitor the progress of the Work for conformance with the Construction Progress Schedule and shall initiate revisions as required by **Section 6.5.14**.

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

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

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

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

6.2.17 The Contractor shall keep a daily log containing a record of weather, number of workers on Site, 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 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than ten days of the Notice to Proceed. For all Subcontracts in excess of \$200,000, and for all other Subcontracts on request from the Contracting Authority, the Contractor shall submit an outline of the qualifications and experience of the Subcontractor's proposed project manager and proposed superintendent, including references, to the Contracting Authority no less than ten days before the Subcontractor is scheduled to begin Work on the Site.

6.4.3.1 The Contracting Authority may reject the Contractor or Subcontractor's proposed project manager or proposed superintendent. If the Contracting Authority does not notify the Contractor of the rejection within 30 days after receiving the required information, it shall indicate that the Contracting Authority has no objection, but does not affect the Contracting Authority's rights under **Section 6.11.2** or any other provision relative to that project manager or superintendent.

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

6.4.4 The Contractor and its Subcontractors 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 or Subcontractor's (as applicable) proposed replacement project manager or superintendent.

6.5 Construction Progress Schedule

6.5.1 If the Estimated Construction Cost is less than \$500,000, the Contractor may provide a bar chart schedule with a logical sequence of events and sufficient detail to properly anticipate and monitor construction progress. If the Estimated Construction Cost for the Project is \$500,000 or more, the Contractor shall prepare and maintain a resource-loaded Construction Progress Schedule using the critical-path method of scheduling that provides the following information:

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

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

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

6.5.1.4 identification of disruptions and shutdowns due to other operations;

6.5.1.5 identification of the critical path of the Work;

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

6.5.1.7 the Contractor's signature and date indicating approval.

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

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

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

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

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

6.5.7 Within 30 days of the date of the Notice to Proceed, the Contractor shall submit to the A/E a proposed Construction Progress Schedule approved by the Contractor. If the Project is \$4 million total construction cost or more, the Contractor may submit an intermediate Bar Chart Schedule for the first 120 days to the A/E within 30 days of the date of the Notice to Proceed; followed by the complete resource-loaded precedence or arrow diagram schedule within 90 days of the date of the Notice to Proceed.

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

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

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

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

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

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

6.5.11.1 activities begun or finished during the preceding week;

6.5.11.2 activities in progress and expected completion;

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

6.5.11.4 other information requested by the A/E.

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

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

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

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

- .1** workforce;
- .2** hours per shift;
- .3** shifts per workday;
- .4** workdays per week;

- .5 equipment;
- .6 activity logic.

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

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

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

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

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

6.6 Progress Meetings

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

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

6.6.2.1 The A/E shall notify the Contractor and other Persons involved in the Project of the time and place of the progress meeting that shall thereafter be the same day and hour of the week for the duration of the Project, unless the A/E notifies the Contractor and other Persons involved in the Project of a different day and hour at least 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 Building Information Modeling ("BIM") software acceptable to the Contracting Authority. The Coordination Drawings shall show the sheet metal work with plan and elevation dimensions, which specifically locate all HVAC ductwork, HVAC equipment, and HVAC piping for each Coordination Area based upon the information, discussion, and resulting consensus of the Coordination Participants during the coordination meetings.

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

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

6.8 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 Request for Information ("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 respond to an RFI within three days of receiving the 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 may request a Change Order by giving written notice under **Section 7.3.2** within seven days of receiving the A/E's RFI response.

6.8.4 If the Contractor does not notify the A/E per **Section 6.8.3**, the Contractor will have accepted the RFI response without an adjustment to the Contract Sum or Contract Times.

6.9 Protection of the Project

6.9.1 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.

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

6.9.1.2 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.

6.9.1.3 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.

6.9.1.4 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.

6.9.2 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.

6.9.3 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.

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

6.9.5 Vibration, Noise, and Dust Control.

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

6.9.5.2 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.

6.9.5.3 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.

6.9.5.4 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.

6.10 Materials and Equipment

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

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

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

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

6.10.3 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.

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

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

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

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

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

6.10.7 The Contractor’s incorporation of unapproved Substitutions in the Work is Defective Work.

6.11 Labor

6.11.1 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.

6.11.2 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.

6.11.3 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.

6.12 Safety Precautions

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

6.12.1.1 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).

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

6.12.3 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.

6.12.4 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.

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

6.12.4.2 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.

6.12.4.3 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.

6.12.5 Work Stoppage Due to Hazardous Materials.

6.12.5.1 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.

6.12.5.2 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.

6.12.5.3 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.

6.12.5.4 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.

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

6.12.6 Safety Data Sheets.

6.12.6.1 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.

6.12.6.2 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.

6.13 Construction Facilities, Utilities, and Equipment

6.13.1 Facilities.

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

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

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

6.13.2 Environmental Controls.

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

6.13.2.2 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.

6.13.2.3 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.

6.13.2.4 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.

6.13.2.5 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.

6.13.3 Water and Drainage.

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

6.13.3.2 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.

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

6.13.3.4 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.

6.13.3.5 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.

6.13.3.6 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.

6.13.4 Electric Service.

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

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

6.13.4.3 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.

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

6.13.4.5 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.

6.13.5 Hoisting Facilities.

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

6.13.5.2 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.

6.13.5.3 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.

6.14 Progress Cleaning

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

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

6.14.3 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.

6.14.4 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.

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

6.14.5 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.

6.14.5.1 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.

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

6.14.6.1 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.

6.15 Use of Premises

6.15.1 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.

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

6.15.3 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.

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

6.15.5 Site Logistics Plan.

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

6.15.6 Smoking and Tobacco Products.

6.15.6.1 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.

6.16 Interruption of Existing Services

6.16.1 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.

6.16.2 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.

6.17 Explosives and Blasting

6.17.1 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.

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

6.17.2.1 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.

6.18 Building Commissioning

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

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

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

6.18.4 To facilitate the Commissioning Process, the Contractor shall submit four sets 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.

6.19 Action Submittals

6.19.1 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:

6.19.1.1 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;

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

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

6.19.2 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.

6.19.2.1 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 State's web-based project management software.

6.19.2.2 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.

6.19.2.3 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.

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

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

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

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

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

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

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

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

6.19.5 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.

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

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

6.19.5.3 The Contractor shall pay all reasonable costs of the A/E, Owner, and Contracting Authority for attendant delay, interference, hindrance, or disruption of the Project due to excessive resubmittals without fault of the A/E, 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.

6.19.5.4 The A/E may hold Samples and other submittals used to coordinate finishes, colors, patterns, textures, or other characteristics until submittals for adjacent materials are available. 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.

6.19.5.5 If coordinating submittals are not received within the period required for action on previously received submittals that are held in accordance with **Section 6.19.5.4**, review of the previously received submittals may be delayed.

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

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

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

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

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

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

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

6.19.8 Domestic Steel Certifications. The Contractor shall include the following written certifications on the front cover or initial sheet of each structural steel fabrication Shop Drawing, signed and dated prior to fabrication:

6.19.8.1 “Steel Fabricator Certification: The steel fabricator identified below certifies that for this project all load-bearing structural steel has been fabricated or produced, to the best of its knowledge, only from steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the steel fabricator hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the fabrication company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

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

6.19.8.2 “Contractor Certification: The contractor identified below certifies that it has required as a condition of purchase, that for this project all load-bearing structural steel shall be fabricated and produced using, to the best of its knowledge, only steel made in the United States in accordance with Ohio Revised Code Section 153.011. Further, the contractor hereby certifies that it has read and understands that a monetary penalty for violations may be imposed under the authority of Ohio Revised Code Section 153.99.” This certification shall be followed by the name of the Contractor company, name of the company official signing the certification, the signature of that company official, and the date of that signature.

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

6.20 Warranty

6.20.1 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.

6.20.2 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.

6.21 Additional Tests and Inspections

6.21.1 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.

6.21.1.1 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.

6.21.1.2 The Contracting Authority may deduct the costs described under **Section 6.21.1.1** 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.

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

6.21.2 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.

6.21.3 Except as described under **Section 6.21.1**, the Owner shall pay for any inspection, testing, or approval that did not become a requirement until after it awarded the Contract.

6.21.4 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.

6.21.5 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.

6.22 Uncovering the Work

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

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

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

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

6.23 Correction of the Work

6.23.1 Before Substantial Completion.

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

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

6.23.2 After Substantial Completion.

6.23.2.1 In addition to the Contractor's other obligations under the Contract Documents, if any of the Work is found to be Defective Work after Substantial Completion, the Contractor shall correct it promptly after receipt of written notice from the A/E, Contracting Authority, or Owner to do so, unless the Contracting Authority and Owner have previously acknowledged and accepted the Defective Work in writing as described under **Section 6.24.1**. 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.

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

6.23.2.3 The Correction Period:

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

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

6.23.3 Emergency Correction of Defective Work.

6.23.3.1 Notwithstanding any other provision of the Contract to the contrary, if in the Contracting Authority'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.

6.23.4 Responsibility for Costs of Correction.

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

6.24 Acceptance of Defective Work

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

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

6.24.1.2 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.

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

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

6.24.2.2 the making of any payment;

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

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

- 6.24.2.5 Contract Completion or the issuance of a partial or final Certificate of Contract Completion;
- 6.24.2.6 any review or approval of a submittal;
- 6.24.2.7 any inspection, test, or approval by other Persons; or
- 6.24.2.8 any correction of Defective Work by the Owner.

6.25 Project Document Maintenance and Submittal

6.25.1 During Construction.

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

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

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

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

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

6.25.1.5 The Contractor shall at all times permit access to the documents described in this **Section 6.25.1** to authorized representatives of the State, local authorities having jurisdiction, Contracting Authority, Owner, and A/E.

6.25.2 Before Contract Completion.

6.25.2.1 The Contractor, as a condition precedent to execution of the Certificate of Contract Completion and final payment, shall organize the As-Built Documents into manageable sets, bind the sets with durable paper cover sheets, and deliver the As-Built Documents to the A/E.

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

- .1 Certificate of Occupancy;
- .2 inspection certificates for pressure piping, elevator, boiler, electrical, plumbing or piping purification, etc.;
- .3 Letter of Approval from the local fire authority or State Fire Marshal for the fire suppression system;
- .4 Operation and Maintenance Manuals, organized into suitable sets of manageable size. Indexed data bound in individual binders, with pocket folders for folded sheet information and appropriate identification marked on the front and the spine of each binder;
- .5 neatly and accurately marked sets of As-Built Documents, and other Contract Documents reflecting the actual construction of the Project;
- .6 detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems, and components;
- .7 assignment to the Owner of all warranties and guarantees, including the most-recent address and telephone number of any Subcontractors or manufacturers;
- .8 an affidavit to certify that all Subcontractors have been paid in full for all Work performed or materials furnished for the Project;
- .9 final certified payroll reports; and
- .10 an affidavit to certify that the Contractor and each of its Subcontractors, regardless of tier, have complied with all requirements of ORC Chapter 4115.

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

6.25.3 Record Documents.

6.25.3.1 The A/E shall revise the original Contract Documents and related electronic files with the information contained on the As-Built Documents. The A/E shall label the revised original Contract Documents and related electronic files as “Record Documents” and reflect the date of the A/E’s incorporation of the As-Built Documents.

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

6.26 Final Cleaning

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

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

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

6.27 Substantial Completion**6.27.1 Contractor’s Punch List.**

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

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

6.27.2 Substantial Completion Inspection.

6.27.2.1 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 9.7.2.**
- .4** The A/E’s failure to include an item on the A/E’s Punch List shall not alter the Contractor’s responsibility to complete the Work in accordance with the Contract Documents.
- .5** If the A/E accepts the request and subsequently determines that the Work is not Substantially Complete, the A/E may request compensation for expenses related to excessive Punch List activities. The Contracting Authority may deduct that additional compensation to the A/E from payments then or thereafter due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover those amounts, the Contractor shall immediately pay the amount of the insufficiency to the Owner.

6.27.3 Completion of Punch List Items.

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

6.28 Partial Occupancy

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

6.28.1.1 the building authority with jurisdiction over the Project issues a partial certificate of occupancy for the portion of the Project the Owner intends to occupy;

6.28.1.2 the 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

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

6.28.2 Before the Owner commences Partial Occupancy, the Owner, Contracting Authority, A/E, and Contractor shall proceed as described under **Section 6.27** for the area designated for Partial Occupancy.

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

6.29 Demonstration and Training, Operating Appurtenances

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

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

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

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

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

6.30 Contract Completion**6.30.1 Partial Contract Completion.**

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

6.30.1.2 The A/E shall submit the partial Certificate of Contract Completion to the Contracting Authority, Owner, and Contractor for their written acceptance. Upon their acceptance of the partial Certificate of Contract Completion

and consent of the Contractor's Surety, the Contracting Authority may release payment to the Contractor, as determined in the sole discretion of the Contracting Authority.

6.30.2 Final Contract Completion.

6.30.2.1 When all items on the A/E's Punch List have been completed to the satisfaction of the A/E, all requirements of the Contract Documents have been completed, and the provisions of **Sections 6.25 through 6.29** have been fulfilled, the A/E shall prepare and recommend execution of a final Certificate of Contract Completion.

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

ARTICLE 7 - MODIFICATIONS

7.1 General

7.1.1 Changes in the Work.

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

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

7.1.1.2 The Contractor shall not proceed with any change in the Work without the Contracting Authority's prior written authorization except as provided under **Sections 1.10 and 7.5**.

7.1.1.3 Except as provided in **Section 1.10**, the Contractor's failure to obtain prior written authorization for a change in the Work constitutes a waiver by the Contractor of an adjustment to the Contract Sum or Contract Times, or both, for the related Work.

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

7.1.2 Paperwork Consolidation.

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

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

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

7.1.3 Modification Numbering.

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

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

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

7.1.4 Modification Log.

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

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

7.1.5 Reconciliation of Unit Price Items.

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

7.1.5.2 The A/E shall issue a Change Order to reconcile the difference between the scheduled and actual quantities of Unit Price Work performed and materials furnished.

7.1.5.3 If the actual quantity of a Unit Price item differs from the scheduled quantity by 20 percent or more, so that application of the Unit Price to the quantities of Work proposed would create an undue hardship on either the Owner or Contractor, the A/E shall issue a Proposal Request and subsequent Change Order to adjust the Unit Price.

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

7.1.5.4 If the actual quantity of a Unit Price item exceeds the scheduled quantity by 20 percent or more, the Contractor shall immediately notify the A/E, who shall issue a Change Directive and subsequent Change Order to authorize an adjustment in the scheduled quantity.

7.1.6 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 Order Procedure

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

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment of the Contract Sum, if any; and

7.2.1.3 the extent of the adjustment of the Contract Times, if any.

7.2.2 Except with the Contracting Authority's written consent as explicitly provided under **Section 7.4.8**, the Contractor is not entitled to reserve any rights or take other similar action with respect to a Change Order if the effect or intent of the reservation or action would be to accommodate a further adjustment of the Contract Sum or Contract Times, or both, after the Contractor signs the Change Order. By signing a Change Order, the Contractor irrevocably certifies that the elements of a Change Order described in **Section 7.2.1** are completely 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 direct and indirect 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 Initiation of Change Orders

7.3.1 Proposal Request.

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

- .1** In any Proposal for an adjustment of the Contract Sum, the Contractor shall specifically identify the items set forth in **Section 7.7**.
- .2** In any Proposal for an adjustment of the Contract Times, the Contractor shall specifically identify the items set forth in **Section 7.8**.
- .3** The Contractor's cost of preparing and providing Proposals is included in the Contract Sum.

7.3.1.2 The Contractor shall respond with a Proposal to the A/E and Contracting Authority within 14 days after receiving the Proposal Request. The allowable time for the Contractor's response may be extended by written agreement of the Contractor and A/E.

7.3.1.3 The Contractor shall hold the Proposal valid and open for acceptance for at least 45 days. The acceptance period may be adjusted by mutual consent of the Contractor and Contracting Authority. The time limits described under this **Section 7.3.1.3** apply only to Proposals submitted in response to a Proposal Request.

7.3.1.4 A Proposal may be accepted by the Contracting Authority only through a Change Order. A Proposal Request does not authorize the Contractor to proceed with a change in the Work.

7.3.1.5 If the Contractor does not timely submit a Proposal within the time required in **Section 7.3.1.2**, the Contractor waives its right to an adjustment to the Contract Sum or Contract Times, or both, associated with the contemplated change in the Work.

7.3.2 Request for Change Order.

7.3.2.1 The Contractor may initiate a change in the Work by submitting written notice to the A/E accompanied by a Proposal meeting the requirements of **Section 7.3.1**.

7.4 Change Directives

7.4.1 A Change Directive is a written order prepared by the A/E and executed by the Contracting Authority directing a change in the Work and may, if necessary:

- 7.4.1.1** state a proposed basis for adjustment, if any, in the Contract Sum or Contract Times, or both; or
- 7.4.1.2** limit the scope of the change in the Work on a time and materials basis, not to exceed a fixed adjustment of the Contract Sum.

7.4.2 If a change in the Work must start immediately to avoid an imminent impact to the schedule of the Project, the A/E may prepare a Change Directive for the Contracting Authority's and the Owner's signatures pursuant to **Section 7.4.1**, authorizing the Contractor to proceed.

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

7.4.3.1 For the purposes of clarity, the Contract refers to a Change Directive as if it is only to be used in the absence of total agreement on the terms of a Change Order concerning the associated change of the Work. A Change Directive may also be used in the absence of agreement as to whether the subject of the Change Directive actually constitutes a change in the Work; such as the situation described under **Section 7.5.3**.

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

7.4.5 The Contractor may sign the Change Directive to accept the proposed basis for adjustment, if any, of the Contract Sum or Contract Times, or both. Thereafter, the A/E shall prepare and the A/E, Contracting Authority, Owner, and Contractor shall promptly execute an associated Change Order as described under **Section 7.2**.

7.4.6 Within 14 days after receiving the Change Directive, the Contractor shall respond with a Proposal meeting the requirements of **Section 7.3.1** to the A/E and Contracting Authority for adjustment of the Contract Sum or Contract Times, or both, on account of the change, unless the Change Directive is performed on a time and materials basis under

Section 7.4.1.2. If the Change Directive is performed on a time and materials basis, the Contractor shall submit its Proposal within seven days after completing the Work.

7.4.6.1 The Proposal for the adjustment of the Contract Sum, if any, shall include: **(1)** written documentation as described under **Section 7.7**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment in the Contract Sum associated with the change.

7.4.6.2 The Proposal for the change in the Contract Times, if any, shall include: **(1)** written documentation as described under **Section 7.8**; and **(2)** a written statement from the Contractor that the proposed adjustment is the entire adjustment of the Contract Times associated with the change.

7.4.7 If the Contractor does not respond to a Change Directive as required under **Section 7.4.5** or **Section 7.4.6**, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times, and the A/E shall prepare a Change Order consistent with that determination. Notwithstanding any other provision of the Contract to the contrary, that Change Order will modify the Contract Documents when it is signed by the Owner and Contracting Authority. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within ten days after the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.4.8 Pending final determination of the total adjustment of the Contract Times on account of a Change Directive, the period of time not in dispute for that change in the Work may be included in the Construction Progress Schedule accompanied by a Change Order indicating the parties' agreement with part or all of the time adjustment.

7.4.9 If the Contracting Authority, Owner, and Contractor agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive, the A/E shall prepare an appropriate Change Order within seven days after receiving the Contractor's Proposal. The A/E, Contracting Authority, Owner, and Contractor shall promptly sign the Change Order as described under **Section 7.2**.

7.4.10 If the Contracting Authority, Owner, and Contractor do not agree on the adjustments of the Contract Sum and Contract Times associated with a Change Directive within 60 days after the Change Directive is issued, the Contracting Authority shall determine the adjustments, if any, of the Contract Sum and Contract Times, and the A/E shall prepare a Change Order consistent with that determination. Notwithstanding any other provision of the Contract to the contrary, that Change Order will modify the Contract Documents when it is signed by the Owner and Contracting Authority. If the Contractor does not agree with the Contracting Authority's determination, the Contractor shall initiate a Claim under **Article 8** within ten days after the date that the Contracting Authority issues its determination, and the Contractor's failure to do so shall constitute an irrevocable waiver of the Claim.

7.5 Minor Changes in the Work

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

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

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

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

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

7.5.4.2 failing to give the notice described under **Section 7.5.3** within three business days after receiving the order for a minor change in the Work.

7.6 Differing Site Conditions

7.6.1 If the Contractor encounters a Differing Site Condition, the Contractor shall stop Work on that Differing Site Condition and give immediate written notice of the condition to the A/E and Contracting Authority.

7.6.1.1 The Contractor's failure to give notice of the Differing Site Condition as required under this **Section 7.6.1** shall constitute an irrevocable waiver of any associated Claim.

7.6.1.2 The written notice of a Differing Site Condition under this **Section 7.6.1** shall be required before the notice of Claim under **Article 8**.

7.6.2 Promptly after receiving notice from the Contractor under **Section 7.6.1**, the A/E shall investigate to determine whether the Contractor has encountered a Differing Site Condition. The A/E shall give written notice of its determination to the Contracting Authority and Contractor within ten days after completing the investigation.

7.6.2.1 If the A/E determines that the Contractor has encountered a Differing Site Condition and the Contracting Authority agrees with the A/E's determination, the A/E shall process an appropriate Change Order.

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

7.6.2.3 If the A/E determines that the Contractor has not encountered a Differing Site Condition and the Contractor does not agree with that determination, the Contractor must initiate a Claim under **Article 8** within ten days after the date that the A/E issues its determination.

7.7 Change Order Cost or Credit Determination

7.7.1 General.

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

- .1** Proposals shall include the information required by **Section 7.7.1.4**.
- .2** A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order.
- .3** The maximum cost or credit includes all compensation for impact costs. Additional costs for impacts shall not be allowed.

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

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.

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

7.7.1.4 For each change in the Work, the Contractor shall furnish a detailed Proposal itemized on the **Proposal Worksheet Summary Form (Contractor)** published by the Ohio Facilities Construction Commission through which the Contractor shall document the related changes in the Contract Sum as described under **Section 7.7.2**. Any Subcontractor pricing shall be itemized on the appropriate **Proposal Worksheet Summary Form**.

7.7.1.5 **Section 7.7.2** establishes the exclusive and maximum amount that the Owner shall pay for any Change Order, including, but not limited to, all amounts for interference with, delay, hindrance, disruption 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 Claims and dispute resolution processes on account of changes in the Work. In order to expedite the review and approval process, Proposals shall be prepared in the categories and order listed in **Section 7.7.2**.

7.7.2 Pricing Criteria.

7.7.2.1 Contractor Personnel Costs. 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 7.7.2.1** exceed those additional Contractor Personnel Costs the Contractor actually incurs.

7.7.2.2 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 7.7.2.2** exceed those additional labor costs the Contractor actually incurs.
- .3 The cost for supervision above the level of working forepersons (such as general forepersons, superintendent, project manager, etc.) is included in the adjustment under **Section 7.7.2.1** for the Contractor and under **Section 7.7.2.10** for Subcontractors.

7.7.2.3 Fringes. Fringe benefit credit for labor provided under **Section 7.7.2.2** is only allowable for prevailing wage fringe benefits pursuant to ORC Chapter 4115, including, but not limited to, Health and Welfare, vacation, apprenticeship training, and certain types of pension plans. The parties shall defer to the Ohio Department of Commerce's policy on which benefits are granted fringe benefit credit. Each fringe benefit for which credit is requested shall be calculated on an hourly basis and listed as a separate line item. The Contractor shall submit documentation supporting the calculation of the amounts for each fringe benefit for each worker classification, including labor provided by Subcontractors.

7.7.2.4 Allowable Payroll Expenses. Allowable payroll expenses for labor provided under **Section 7.7.2.2** including payroll taxes as well as other benefits that are required by Applicable Law, such as federal and state Unemployment and Workers' Compensation shall each be a separate line item and shall not be credited for compliance with ORC Chapter 4115.

7.7.2.5 Equipment Rentals. 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. Contractor shall submit copies of actual paid invoices to substantiate rental costs.

7.7.2.6 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 Green 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.

7.7.2.7 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.

7.7.2.8 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.

7.7.2.9 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 7.7.2.9.1**, and (2) include the actual adjustment of the Bond premium attributable to an associated change in the Contract Sum.
- .3 If the Contractor purchases the builder's risk insurance for the Project, the Contractor shall (1) exclude the builder's risk insurance premium from the Schedule of Values for the purposes of the calculation under **Section 7.7.2.9.1**, and (2) include the actual adjustment of the builder's risk insurance premium attributable to an associated change in the Contract Sum.

7.7.2.10 Subcontractor Overhead and Profit. 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 7.7.2.2 through 7.7.2.8** 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 7.7.2.10** 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 7.7.2.10**, (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 7.7.2.11**, 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: the costs required to schedule and coordinate the Work, telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, simple scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, tool bits, home office estimating and expediting, home office clerical and accounting support, home office labor (management, supervision, engineering), all other home office expense, legal services, travel, and parking expenses.
- .3 An exception is allowed for shop or engineering labor on items in **Section 7.7.2.10.2**, which shall not be subject to Prevailing Wage rates for steel fabricators, sheet metal fabricators, and sprinkler system fabricators performing work off Site. Recovery for these matters shall be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.
- .4 An exception is allowed for field supervision labor on items in **Section 7.7.2.10.2**, for those portions of the Change Order Work that will be performed, or was performed, at times when the superintendent is not required to be on Site under **Section 6.4**, including but not limited to overtime hours due to acceleration and extensions of the Contract Times. Recovery for this matter will be allowed on an hourly basis under items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4** of these Pricing Criteria.

7.7.2.11 Contractor's Fee. 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 7.7.2.1 through 7.7.2.10** that are associated with that changed Work.

7.7.2.12 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 7.7.2.11** or Subcontractor overhead and profit under **Section 7.7.2.10**.

- .1 The premium portion only for approved overtime (labor and fringes). The straight time portion is included in items in **Sections 7.7.2.2, 7.7.2.3, and 7.7.2.4**.
- .2 State sales tax shall be allowed on items as defined by **Section 12.7**.

7.7.3 Costs that shall not be reimbursed for Change Order Work include the following:

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

7.7.3.2 Employee profit sharing.

7.8 Time Extension

7.8.1 Every adjustment of the Contract Times associated with any change in the Work shall be determined as provided in this **Section 7.8**, which establishes the Contractor's maximum entitlement for any change in the Work, including without limitation all adjustments for interference, delay, hindrance, disruption of, or impact on the Work. This **Section 7.8** also governs time adjustments for deduct Change Orders and the Contractor's entitlement to additional time through the claims and dispute resolution processes on account of changes in the Work.

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

- 7.8.2.1** a written description of the nature of the interference, disruption, hindrance, or delay;
- 7.8.2.2** identification of Persons and events responsible for the interference, disruption, hindrance, or delay;
- 7.8.2.3** date or anticipated date of commencement of the interference, disruption, hindrance, or delay;

7.8.2.4 identification of activities by schedule activity number and name on the Construction Progress Schedule, which may be affected by the interference, disruption, hindrance, or delay, or new activities created by the interference, disruption, hindrance, or delay and the relationship with existing activities;

7.8.2.5 anticipated duration of the interference, disruption, hindrance, or delay and of any remobilization period;

7.8.2.6 specific number of days of extension requested and specific number of days for remobilization requested;

7.8.2.7 recommended action to avoid or minimize any future interference, disruption, hindrance, or delay; and

7.8.2.8 a detailed written proposal as described under **Section 7.7** for an increase in the Contract Sum which would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay, if any.

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

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

7.9 Examination and Audit of Contractor's Records

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

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

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

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

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

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

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

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

ARTICLE 8 - DISPUTE RESOLUTION

8.1 Initiation of a Claim

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

8.1.2 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, with the following exceptions:

8.1.2.1 The ten-day time limit on initiating a Claim arising from a determination of the Contracting Authority concerning a Change Directive begins to run on the date that the Contracting Authority issues its determination under **Section 7.4.7** or **Section 7.4.10**, as applicable.

8.1.2.2 The ten-day time limit on initiating a Claim arising from the response of the A/E to an RFI begins to run on the date that the A/E issues the A/E's response to the RFI.

8.1.2.3 The ten-day time limit on initiating a Claim arising from the A/E's determination concerning a Differing Site Condition begins to run on the date that the A/E issues the A/E's determination under **Section 7.6**.

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

8.1.3.1 nature and anticipated amount of the impact, including all costs for any interference, disruption, hindrance, or delay, which shall be calculated in accordance with **Section 7.7** and be a fair and reasonably accurate assessment of the damages suffered or anticipated by the Contractor;

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

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

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

8.1.3.5 the Contractor's 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** shall constitute the Contractor's irrevocable waiver of the Claim.

8.1.5 The A/E, in consultation with the Contracting Authority, shall respond to the written notice of the Claim within a reasonable time of receipt, but not to exceed ten days.

8.2 Substantiation of Claims

8.2.1 Within 30 days after the initiation of a Claim, the Contractor shall submit four 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 four copies by delivery of one copy to the A/E, one copy to the Owner, and two copies to the Contracting Authority.

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

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

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

8.2.2.3 copies of the Contractor's daily log (**Section 6.2.17**) for each day of impact;

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

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

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

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

8.3 Substantiation of Claims for Increase of the Contract Sum

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

8.3.1.1 written documentation as described under **Section 7.7** of the actual additional direct and indirect costs to the Contractor due to the event giving rise to the Claim;

8.3.1.2 a written statement from the Contractor that the increase requested is the entire increase in the Contract Sum associated with the Claim; and

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

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

8.4 Substantiation of Claims for Extension of the Contract Times

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

8.4.1.1 written documentation as described under **Section 7.8** of the actual delay to the critical path of the Construction Progress Schedule due to the event giving rise to the Claim;

8.4.1.2 a detailed written Proposal as described under **Section 7.7** for an increase in the Contract Sum that would fully compensate the Contractor for all costs of acceleration of the Work needed to completely overcome the associated delay together with a statement consistent with **Section 8.3.1.2**;

8.4.1.3 a written statement from the Contractor that the extension requested is the entire extension of the Contract Times associated with the Claim; and

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

8.4.2 In addition to the requirements of **Section 8.4.1**, if adverse weather conditions are the basis for a Claim for additional time, the Contractor shall document the Claim with data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on a critical element of the scheduled construction. The support for and evaluation of all adverse weather Claims shall be based upon average weather conditions during the 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.

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

8.5 Certification of the Claim

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

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

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

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

8.6 Delay and Delay Damage Limitations; Derivative Claims

8.6.1 Subject to other provisions of the Contract, the Contractor will be entitled 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 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 If the Contractor simultaneously fails to achieve two or more Milestones, the Owner shall be entitled to recover the sum of the associated Liquidated Damages per day rates.

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

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

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

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

8.8 Mutual Waiver of Consequential Damages

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

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

8.8.1.2 The Contractor's waiver includes Claims for unabsorbed home-office overhead; any other form of overhead in excess of that specifically provided for under **Section 7.7**; delay damages except as otherwise specifically provided for in **Section 8.6**; increased cost of funds for the Project; lost opportunity to work on other projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Work; loss of bonding capacity; and consequential damages arising from termination of the Contract or related to insolvency.

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

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

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

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

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

8.8.3 This **Section 8.8** shall survive termination of the Contract.

8.9 Review of the Claim

8.9.1 The A/E shall review the Claim and prepare a written analysis of its content, which shall include:

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

8.9.1.2 identification of relevant Contract Documents and language;

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

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

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

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

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

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

8.10 Claim Decision

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

8.10.2 The Project Manager shall approve or deny all, or any part, of the Contractor's Claim and forward a written decision to the Contractor, A/E, Owner, and Contracting Authority within 14 days after receiving the A/E's analysis. 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 affected Contractor or affected Subcontractor.

8.14.4 The Contractor shall cooperate with the request.

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

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

8.14.6.1 daily time sheets and superintendent's daily reports;

8.14.6.2 union agreements, if any, and employer agreements;

8.14.6.3 insurance, welfare, fringes, and benefits records;

8.14.6.4 payroll register;

8.14.6.5 earnings records;

8.14.6.6 payroll tax returns;

- 8.14.6.7 material invoices, purchase orders, Subcontracts, and all material and supply acquisition contracts;
- 8.14.6.8 material cost distribution worksheets;
- 8.14.6.9 equipment records (list of Contractor equipment, rates, etc.);
- 8.14.6.10 vendor rental agreements and Subcontractor invoices;
- 8.14.6.11 Subcontractor payment certificates;
- 8.14.6.12 canceled checks (payroll and vendors);
- 8.14.6.13 job cost report;
- 8.14.6.14 job payroll ledger;
- 8.14.6.15 general ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in 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 All Allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the Allowances to be delivered at the Site, and all applicable taxes.

9.1.3 The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are not in the stated Allowance amounts but are otherwise included in the Contract Sum.

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

9.2 Unit Prices

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

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

9.2.3 The Contractor's Fee on account of Unit Price Work is not in the stated Unit Price amounts but are otherwise included in the Contract Sum.

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

9.3 Schedule of Values

9.3.1 Within 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 (overhead and profit), for each EDGE-certified Business used in the performance of the Work. The amount(s) shall indicate labor and materials, as appropriate.

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

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

9.3.2.2 The amounts for labor and materials shall accurately reflect the cost for each item. Separate items shall not be shown for Contractor's Fee, except when Work is performed or materials are supplied by an EDGE-certified Business, pursuant to **Section 9.3.1.1**. Contractor's Fee shall be included in the totals for labor and materials.

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

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

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

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

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

9.3.2.8 Line items shall be included for each Allowance, 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 The Contractor may submit a Contractor Payment Request for Work performed based upon the Schedule of Values to the A/E each month or upon another interval approved by the Contracting Authority. When the rate of Work and amount involved is sufficient that it is considered appropriate by the Contracting Authority, the Contractor may submit Contractor Payment Requests twice a month.

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

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

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

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

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

9.4.1.6 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.

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

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

9.4.2 Payments 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.

9.4.3 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.

9.4.4 Notwithstanding any other provision of the Contract Documents, partial payments made pursuant to this **Section 9.4** constitutes neither acceptance of any Defective Work, nor a waiver of any rights set forth in the Contract Documents or otherwise provided by Applicable Law.

9.4.5 The Contracting Authority and Owner may audit Contractor Payment Requests as described under **Section 7.9**.

9.5 Labor Payments

9.5.1 Partial payments to the Contractor for labor shall be made at the rate of 92 percent of the amount invoiced through the Contractor Payment Request that shows the Work is 50 percent complete.

9.5.2 After the Work is 50 percent complete, as evidenced by payments of at least 50 percent of the Contract Sum including approved Change Orders to date, no additional funds shall be retained from payments for labor.

9.5.3 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 Material Payments

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

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

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

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

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

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

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

9.7 Retainage

9.7.1 If the total Contract Sum is \$15,000 or more, when the Contract is 50 percent complete, all funds retained for faithful performance of the Work, in accordance with **Section 9.5.1**, shall be deposited in an escrow account with a bank in the state in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, Contracting Authority, and applicable bank.

9.7.2 When the Contractor has achieved Substantial Completion of all Work, and there is no other reason to retain funds; upon request of the Contractor, the funds retained in connection with that Work shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure faithful completion in the sole discretion of the Contracting Authority, including but not limited to compliance with **Section 6.25.2**.

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

9.7.3.1 completion of the Work;

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

9.7.3.3 all Liquidated Damages; and

9.7.3.4 all additional expenses incurred by the State.

9.7.4 If the Project involves more than one Phase as explicitly identified in the Agreement, this **Section 9.7** will apply on a per-Phase basis.

9.8 Payments Withheld

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

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

9.8.2.1 Defective Work not remedied;

9.8.2.2 damage caused by the Contractor;

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

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

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

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

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

9.8.2.8 failure to timely 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 If the Contractor remedies the basis for withholding payment under **Section 9.8.2** to the Contracting Authority's satisfaction, the Owner shall pay the amounts withheld.

9.9 Final Contractor Payment Request

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

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

9.9.2 The Owner shall pay the final Contractor Payment Request within 30 days 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

Contract Sum	Each Claim	Annual Aggregate
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. The insurance shall include the following minimum requirements:

10.3.12.1 all-risk basis including war risk and all forms of terrorism;

10.3.12.2 coverage for general average and salvage charges;

10.3.12.3 "on deck" coverage;

10.3.12.4 warehouse-to-warehouse coverage;

10.3.12.5 coverage to include losses from strikes, riots, and civil commotions ("SR&CC coverage");

10.3.12.6 coverage to include losses from free of capture and seizure warranty ("FC&S Warranty coverage");

10.3.12.7 "Inchmaree" clause;

10.3.12.8 sue and labor;

10.3.12.9 "both-to-blame" coverage;

10.3.12.10 free of particular average;

10.3.12.11 inland coverage including on-land shipment, port storage, and barge transit upon inland waterways; and

10.3.12.12 damage by saltwater and rainwater perils and cargo sweat.

10.3.13 Additional Property Insurance. For any demolition, blasting, excavating, tunneling, shoring, or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to the limit as specified in the applicable sections of **Article 10**.

10.4 Builder's Risk Insurance

10.4.1 The Contractor shall 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 8**, the Contract Sum and Contract Times shall be adjusted for increases in the cost and time caused by the suspension, delay, or interruption. The adjustment of the Contract Sum, however, shall not include profit (a component of Contractor's Fee).

11.1.1.2 Notwithstanding the foregoing, no adjustment shall be made to the Contract Sum or Contract Times to the extent that:

- .1 performance was or could have been suspended, delayed, or interrupted by a cause for which the Contractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of the Contract.

11.1.1.3 If the Contracting Authority suspends the Work under this **Section 11.1.1** and the Contractor submits a proper Contractor Payment Request, subject to all other provisions of the Contract Documents, the Contractor shall be entitled to payment of compensation due under the Contract Documents for Work performed before the suspension based upon the Schedule of Values.

11.1.2 The Contracting Authority, without prejudice to any other right or remedy it may have, may order the Contractor in writing to suspend, delay, or interrupt the performance of the Work in whole or in part for such period as the Contracting Authority may determine for any of the following reasons: **(1)** Defective Work; **(2)** the Contractor is causing undue risk of damage to any part of the Project or adjacent area; **(3)** the Contractor fails to furnish or perform the Work in such a way that the complete Work will conform to the requirements of the Contract Documents; or **(4)** any other cause the Contracting Authority reasonably believes justifies suspension.

11.1.2.1 The Contracting Authority's exercise of its right to suspend the Work under this **Section 11.1.2** shall not entitle the Contractor to any adjustment of the Contract Sum, Contract Times, or both.

11.1.2.2 If the Contracting Authority is adjudged to have improperly 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 ten days' written notice to the Contractor.

11.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately proceed with performance of the following duties in accordance with instructions from the Contracting Authority:

11.2.2.1 cease operation as specified in the notice;

11.2.2.2 place no further orders and enter into no further subcontracts for materials, labor, services, or facilities, except as necessary to complete continued portions of the Project;

11.2.2.3 terminate all subcontracts and orders to the extent they relate to the Work terminated;

11.2.2.4 proceed with Work not terminated; and

11.2.2.5 take actions that may be necessary, or that the Contracting Authority may direct, for the protection and preservation of the terminated Work.

11.2.3 Upon termination, the Contracting Authority shall pay the Contractor in accordance with the Schedule of Values for Work completed, including any retained funds, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.

11.2.3.1 All materials, equipment, facilities, and supplies at the Site or stored off-site, for which the Contractor has received payment, shall become the property of the Owner.

11.2.3.2 The Contractor is entitled to a fair and reasonable profit for Work performed and reasonable expenses directly attributable to termination of the Contract. In no event shall the Contractor be entitled to (1) Contractor's Fee on Work not performed or (2) compensation in excess of the total Contract Sum.

11.2.4 If the Contracting Authority terminates the Work under this **Section 11.2**, the termination shall not affect the rights or remedies of the State against the Contractor then existing or which may thereafter accrue.

11.2.5 Notwithstanding **Section 11.2.3**, if the Contracting Authority terminates the Work under this **Section 11.2**, but there exists an event of the Contractor's default, the Contractor shall be entitled to receive only such amounts as it would be entitled to receive following the occurrence of an event of default as provided in **Section 11.3**.

11.3 Termination for Cause

11.3.1 The Contracting Authority may terminate 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, or rules, regulations, or orders of a public authority with jurisdiction over the Project.

11.3.2 If the Contracting Authority intends to exercise its termination rights under this **Section 11.3**, the Contracting Authority shall issue not less than 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 6.23.1** is not a condition precedent to the Contracting Authority's exercise of its rights under **Section 11.3** and **(2)** the Contracting Authority's decision to not issue a 72-Hour Notice under **Section 6.23.1** will not prejudice the Contracting Authority's rights under **Section 11.3**.

11.3.3 If the Contractor fails to satisfy the requirements set forth in the 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 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 State has paid.

11.3.5 If the Contract is terminated, the Contractor shall not be entitled to further payment. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including without limitation the fees and charges of engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner and not expressly waived, the Contractor or Surety shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Contract.

11.3.6 If the Contractor's Surety performs the Work, the provisions of the Contract Documents govern the Surety's performance, with the Surety in place of the Contractor in all provisions including, but not limited to, provisions for payment for the Work, and provisions of the right of the Contracting Authority to complete the Work.

11.3.7 If the Contracting Authority terminates the Contract under this **Section 11.3**, the termination shall not affect any rights or remedies of the State against the Contractor then existing or which may thereafter accrue. The Contracting Authority's retention or payment of funds due the Contractor shall not release the Contractor or the Contractor's Surety from liability for performance of the Work in accordance with the requirements of the Contract Documents.

11.3.8 If the Contracting Authority is adjudged to have improperly 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 must execute and deliver and cause its employees and agents and all Subcontractors and Consultants to execute and deliver, to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of the Contractor's Documents and the Contract Documents.

12.1.1.2 The Contractor may retain copies, including reproducible copies, of the Contractor's Documents and the Contract Documents for information, reference, and performance of the Work.

12.1.1.3 The submission or distribution of the Contractor's Documents or the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a waiver of the Owner's reserved rights in the Contractor's Documents and the Contract Documents. Any unauthorized use of the Contractor's Documents or the Contract Documents shall be at the sole risk of the entity making the unauthorized use.

12.1.1.4 The Contractor shall provide Electronic Files (in native format) to Separate Consultants and Separate Contractors for their use in connection with the Project. The Contractor shall provide the Electronic Files **(1)** at no additional cost to the Separate Consultants, Separate Contractors, and Owner and **(2)** without requiring the Separate Consultants, Separate Contractors, or Owner to agree to any terms or conditions concerning the provision, receipt, or use of the Electronic Files that differ in any material respect from the Contract.

12.1.2 Intent.

12.1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor.

12.1.2.2 The Contract Documents are complementary, and what is required by one is binding as if required by all.

12.1.2.3 The Contractor shall provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably inferable to produce the intended results.

12.1.2.4 The Drawings govern dimensions, details, and locations of the Work. The Specifications govern quality of materials and workmanship.

12.1.2.5 The organization of the Specifications in divisions, sections, and articles, and the arrangement of Drawings shall not restrict the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

12.1.2.6 In the event of inconsistency or conflict within the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and comply with the stricter requirement.

12.1.2.7 Unless otherwise defined in the Contract Documents, words that have well-known technical or construction industry meanings are used in accordance with those recognized meanings.

12.1.2.8 The Sections of Division 01 - "General Requirements" govern the performance of the Work of all Sections of the Specifications.

12.1.3 Use of Electronic Files.

12.1.3.1 The Owner, Contracting Authority, A/E, and Contractor reasonably expect that they will provide Electronic Files to each other to facilitate the design and construction of the Project consistent with current practices and customs in the construction industry.

12.1.3.2 The Owner, Contracting Authority, A/E, and Contractor acknowledge that the use of Electronic Files involves risks not generally associated with the use of paper documents. Those risks include, for example and

without limitation, alteration (inadvertent or intentional) and deterioration, both of which may not be readily apparent through casual observation.

12.1.3.3 The Owner, Contracting Authority, A/E, and Contractor do not warrant to each other that any Electronic File they provide **(1)** was not altered through transmission; **(2)** is compatible with the recipient's computer system or software; **(3)** will not be altered through degradation of the recipient's storage media; or **(4)** is suitable for conversion/translation to and subsequent use in a system or format other than the Electronic File's original system or format.

12.1.3.4 Before relying on any Electronic File it receives, the recipient is responsible for verifying that the Electronic File was not altered through transmission, degradation of the recipient's own storage media, or other causes.

12.1.3.5 If the recipient of an Electronic File converts/translates the Electronic File from its original system or format to an alternate system or format, the recipient assumes the risk that the conversion/translation created errors in the converted/translated file.

12.1.3.6 The Owner, Contracting Authority, A/E, and Contractor shall each maintain and operate its own computer systems and storage media in a commercially reasonable way and take reasonable steps to prevent errors in and deterioration of the Electronic Files it creates, provides, and receives.

12.1.3.7 In the event of a discrepancy between information contained in a paper version of a document and the Electronic File of that document, the paper version will govern.

12.1.3.8 This **Section 12.1.3** does not relieve the Contractor of its responsibility for the preparation, completeness, or accuracy of the Contractor's Documents.

12.2 Public Relations

12.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control, and with the consent of, the Owner.

12.2.2 Publicity after completion of the Project. After completion of the Project, the Contractor may exercise reasonable public relations and marketing efforts related to the Project, provided the Contractor properly identifies the Owner and Contracting Authority, and their participation in the Project.

12.2.3 Professional Photography. If the Contractor commissions photography of the completed Project, the Contractor shall include in its photography agreements a release for unrestricted and unlimited use of photographs by the Owner and Contracting Authority, and shall provide the Owner and Contracting Authority with a reasonable quantity of photographs for use in the Owner's and the Contracting Authority's marketing and awareness activities, including, but not limited to, profiles of the Project on their respective websites.

12.2.4 Craft Awards and Other Recognition. If the Contractor submits the Project for craft awards or other similar venues for recognition of the Project, the Contractor shall properly identify the Owner and Contracting Authority, and their participation in the Project. In addition, if the Project receives any craft award or other recognition, the Contractor shall provide duplicate copies of the award plaque or other memento of the award to the Owner and Contracting Authority.

12.3 Application and Governing Law

12.3.1 The Contract and the rights of the parties thereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder. The Contractor irrevocably consents to such jurisdiction.

12.3.2 The parties to the Contract shall comply with Applicable Law.

12.3.3 Other rights and responsibilities of the Contractor, A/E, Contracting Authority, and Owner are set forth throughout the Contract Documents and included under different titles, articles, and paragraphs for convenience.

12.4 Conditions of the Contract

12.4.1 These General Conditions govern, take precedence over, and shall not be superseded or amended by Drawings and Specifications, unless so provided in Supplementary Conditions prepared by the Contracting Authority and approved by the Ohio Facilities Construction Commission.

12.5 Notice of Commencement.

12.5.1 The Contracting Authority shall prepare a Notice of Commencement and make it available as required under ORC Section 1311.252.

12.5.2 Upon request, the Contracting Authority or the Contractor shall furnish the Notice of Commencement to Subcontractors or any other member of the public.

12.6 Written Notice

12.6.1 Notice under the Contract Documents shall be validly given if:

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

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

12.6.2 When the Owner, Contracting Authority, A/E, or Contractor gives notice to one of the other 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 by **Section 12.8.4**.

12.8.3 The standard workdays for State projects are Monday through Friday, excluding legal holidays.

12.8.4 Legal holidays are as follows:

12.8.4.1 New Year's Day – First Day in January;

12.8.4.2 Martin Luther King Jr. Day – Third Monday in January;

12.8.4.3 Washington-Lincoln (President's) Day – Third Monday in February;

12.8.4.4 Memorial Day – Last Monday in May;

12.8.4.5 Juneteenth Day – Nineteenth Day of June;

12.8.4.6 Independence Day – Fourth day of July;

12.8.4.7 Labor Day – First Monday in September;

12.8.4.8 Columbus Day – Second Monday in October;

12.8.4.9 Veterans' Day – Eleventh Day of November;

12.8.4.10 Thanksgiving Day – Fourth Thursday of November; and

12.8.4.11 Christmas Day – Twenty-fifth day of December.

12.8.5 If a legal holiday falls on a Saturday, it is observed on the preceding Friday. If a legal holiday falls on a Sunday, it is observed on the following Monday.

12.9 Time of the Essence

12.9.1 Time limits stated in the Contract Documents are of the essence of the Contract and all obligations under the Contract. By signing the Agreement, the Contractor acknowledges that the Contract Times are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project. By signing the Construction Schedule, the Contractor acknowledges that the specified Milestone dates are reasonable, taking into consideration the usual weather and other conditions prevailing in the locality of the Project.

12.9.1.1 The Notice to Proceed establishes the date for commencement of the Work.

12.9.1.2 The Contractor acknowledges that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the associated Contract Time.

12.9.1.3 The Contractor shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Construction Progress Schedule.

12.9.1.4 The Contractor acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Work from any cause.

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. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Contract, the provisions of this Contract shall prevail.

12.12 Severability

12.12.1 If any term or provision of this Contract or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by Applicable Law.

12.13 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 web-based 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 6.2.3** through **6.2.6** 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 Project)

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 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 by and for the University of Akron.

Owner and Contracting Authority

The University of Akron
Capital Planning and Facilities Management
250 S. Forge Street - 4th Floor
Akron, Ohio 44325-0405
330.972.8316 phone
330.952.5838 fax
www.uakron.edu

Institutional Designee

Stephen Myers, NCARB, LEED AP BD+C
Director, Architecture & Design

MODIFICATIONS TO GENERAL CONDITIONS

Replace Section 3.3.1 with the following:

3.3.1 Unless otherwise specified in the Contract Documents, the A/E shall apply for, secure, and pay for:

3.3.1.1 The costs of structural testing and special inspections under Chapter 17 of the Ohio Building Code, including geotechnical analysis, environmental testing and analysis, concrete, masonry, structural steel, reinforcing steel, welding, bolts, steel connections, or other testing or approval required by Applicable Law.

3.3.1.2 The costs of non-structural tests and special inspections, which are specified in the Contract Documents to verify accuracy of specific portions of the Work, including:

- .1** HVAC: HVAC systems and controls, plumbing and piping, air and water balancing and testing, or other testing or approval required by Applicable Law.
- .2** Electrical: fire alarm, electronic safety and security, or other testing or approval required by Applicable Law.
- .3** Communications: structured wiring testing, or other testing or approval required by Applicable Law.

Insert Section 6.3.3.3 as follows:

6.3.3.3 The Contractor's cutting and patching shall be performed by Persons skilled in the types of work involved. The Contractor shall refer to the Specifications for detailed cutting and patching procedures.

Insert Sections 6.3.4.2, 6.3.4.3, and 6.3.4.4 as follows:

6.3.4.2 Akron Campus: The Contractor shall not proceed with any Work until marking of utilities owned by the University of Akron (the "University") is completed. The Contractor shall mail its request for such marking on the University's Akron campus to Physical Facilities Operation Center, Attention: Associate Director of Maintenance & Operation, Akron Ohio 44325-0401 or fax to 330.972.5768 or call with questions at 330.972.6151. In such request, the Contractor shall clearly identify the areas to be marked and acknowledge acceptance of being billed for this service. The Contractor shall also provide: **(1)** the Project number and name; **(2)** the Contractor's name and phone number; **(3)** the billing address and a contact person for the request; **(4)** the name of the person making the request; **(5)** location of the area to be marked; and **(6)** the name of the Project Manager. The utilities will be marked within 72 hours of the acknowledgement of the request by the University, excluding weekends and University holidays. All costs for such marking shall be borne solely by the Contractor.

6.3.4.3 Regional Campuses: If the Contractor is performing Work on the University's regional campuses, the Contractor shall coordinate with the regional campus facility manager on matters of utility protection and marking.

6.3.4.4 Off-Campus Facilities: If the Contractor is performing Work on facilities not contiguous to a University campus, the Contractor shall coordinate with the appropriate facility manager and local public utilities on matters of utility protection and marking.

Insert Sections 6.11.8 and subordinate Sections as follows:

6.11.8 Hardware.

6.11.8.1 Akron Campus: The Contractor shall provide all permanent interchangeable lock cores and keys for the Project. The Contractor shall require its hardware manufacturer to contact University Locking Systems, at 330.972.8527, to coordinate and develop the permanent interchangeable lock cores and keying schedule. Cost of coordination, keys, and cores shall be included in the Contractor's bid.

6.11.8.2 Regional Campuses: If the Contractor is performing Work on the University's regional campuses, the Contractor shall coordinate with the campus facility manager on matters of keys and cores into the key system designated for the campus in a manner similar to the Akron Campus.

Insert Sections 6.13.1.2 and 6.13.1.3 as follows:

6.13.1.2 At the preconstruction meeting, the Project Manager and the Contractor shall determine which plans need to be submitted for University review, comment, and approval.

6.13.1.3 The University shall not accept any responsibility or liability for the safety of the Contractor's employees or managing the Contractor's safety program on the Project.

Insert Section 6.13.4.3 as follows:

6.13.4.3 The Contractor shall acquaint itself with the University's established fire alarm procedures and the location of fire warning and extinguishing or control devices.

Insert Sections 6.13.6.4 and 6.13.6.5 as follows:

6.13.6.4 The Contractor shall provide the A/E with a copy of all SDS. Upon issuance of the Certification of Contract Completion, the A/E shall forward all the SDS to the University.

6.13.6.5 When a Hazardous Material is included in a Shop Drawing, the Contractor shall submit an SDS with the Shop Drawing. Otherwise, the Contractor shall submit the SDS at least 3 business days prior to the Hazardous Material being brought on Site.

Insert Section 6.16.7 and subordinate Sections as follows:

6.16.7 Parking.

6.16.7.1 Akron Campus:

- .1 All parking on the University's Akron campus is restricted and controlled by the University's Transportation and Parking Services. The Contractor's employees and Subcontractors shall purchase parking permits from the University's Transportation and Parking Services and shall park cars in areas assigned to them. Parking on streets or in restricted areas is prohibited. Violations shall result in a citation or vehicle impoundment.
- .2 Prior to commencement of the Work, the Contractor shall report, to the University's Transportation and Parking Services, the approximate number of parking permits which are required for all of the Contractor's employees, including employees of the Contractor's Subcontractors.

6.16.7.2 Regional Campuses: If the Contractor is performing Work on the University's regional campuses, the Contractor shall coordinate with the campus facility manager on matters of parking permits and designated areas.

Insert Sections 6.17.3, 6.17.3.1, 6.17.3.2, and 6.17.4 as follows:

6.17.3 Akron Campus:

6.17.3.1 The interruption, disconnection, reconnection, reduction, or curtailment of any existing services shall not be undertaken on the University's Akron campus without minimum prior written notice of 4 weeks and shall be coordinated with the Project Manager. Such interruption, disconnection, reconnection, reduction, or curtailment may

be performed during normal working hours, holidays and weekends, or as directed by the University, but shall always be scheduled to minimize the effect of these shutdowns with other facilities on the University's Akron campus.

6.17.3.2 Upon issuance of the Notice to Proceed, the Contractor, when involved with a utility shutdown, shall coordinate with the Project Manager for such shutdown. The Contractor shall determine the number of times and the types and length of shutdown required for connections to that utility. Costs, if any, shall be borne solely by the Contractor.

6.17.4 Regional Campuses: If the Contractor is performing Work on the University's regional campuses, the Contractor shall coordinate with the campus facility manager on matters of utility shutdowns and cost.

Insert Section 9.7.1.1 as follows:

9.7.1.1 The Contractor agrees that all funds required to be retained shall be deposited in an escrow account with Key Bank, in Cleveland, Ohio, in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the University, and Key Bank.

Insert Article 13 with associated Sections as follows in its entirety:

ARTICLE 13 - MISCELLANEOUS SUPPLEMENTARY CONDITIONS

13.1 Sexual Harassment

13.1.1 The University maintains an environment free from sexual harassment. In accordance with University policy, prompt corrective measures will be taken to stop sexual harassment whenever it occurs in accordance with University policy.

13.2 Use of Name

13.2.1 The Contractor shall not advertise the fact that it has contracted with The University of Akron, or make use of the University's name or other identifying marks or property, without the prior written consent of the University's Office of Business and Finance.

13.3 False Fire Alarms

13.3.1 As liquidated damages, and not as a penalty, the Contractor acknowledges and agrees that the University shall be entitled to retain or recover from the Contractor \$300 or actual costs, whichever is greater, for each false fire alarm that is determined to be a result of the Contractor's negligence. This amount reflects the University's actual costs incurred in dealing with these false alarms, including, but not limited to, the costs of transportation, labor, and loss of efficiency.

END OF DOCUMENT

Document 00 73 43 - Wage Rate Requirements

State of Ohio Standard Requirements for Public Facility Construction

PREVAILING WAGE RATES

1.1 Payment of Prevailing Wage Rates

1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.

1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of ORC Chapter 4115.

1.1.3 If the Contractor or its Subcontractors fail to comply with ORC Chapter 4115, the Contracting Authority may withhold payment pursuant to **Section 9.8.2.5** of the **General Conditions**. The Contractor is liable for violations committed by the Contractor or its Subcontractors to the extent provided in ORC Chapter 4115.

1.1.4 The Contractor shall submit all payroll reports in compliance with the requirements of **Section 1.2** for all employees of the Contractor and of the Contractor's Subcontractors.

1.1.5 By executing a Contract, the Contractor certifies that it based its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14, which are inserted at the end of this Document.

1.2 Prevailing Wage Rate Revisions

1.2.1 The Contracting Authority shall, within 7 business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the change. The prevailing wage rates are available at the Ohio Department of Commerce's web site: <http://com.state.oh.us/>.

1.2.2 The Contractor shall pay any revised wage rates issued during the term of the Contract.

1.3 Payroll Schedule

1.3.1 Within 10 days of the date of the Notice to Proceed, the Contractor shall provide the Contracting Authority's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages shall be paid to employees for the Project.

1.4 Payroll Reports

1.4.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete, and that the wage rates shown are not less than those required by the Contract. The Contractor is responsible for submitting all payroll reports of its Subcontractors.

1.4.1.1 Each payroll report shall indicate the period covered and include a list containing the name, address, and last four digits of the social security number of each employee of the Contractor and its Subcontractors paid for the Work.

1.4.1.2 Each payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, hourly rate of fringe benefits, and all deductions from wages and net pay.

1.4.1.3 Each payroll report shall list each fringe benefit and state if it is paid as cash to the employee or to a named plan.

1.4.1.4 The Contractor and its Subcontractors shall submit apprenticeship agreements for all apprentices utilized on the Project with the first payroll report from the Contractor or its Subcontractor that includes apprentices.

END OF DOCUMENT

SECTION 01 56 00
TEMPORARY BARRIERS AND ENCLOSURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies requirements and responsibilities for temporary services and facilities to provide:
1. Temporary Dust Barriers
 2. Temporary Noise Barriers
 3. Temporary Barricades
 4. Temporary Fencing
 5. Temporary Protective Walkways
 6. Temporary Security Barriers
 7. Temporary Containment Barriers
 8. Temporary Tree and Plant Protection
 9. Protection of structures, equipment, utilities, and improvements
 10. Marking installed utilities.
- B. General Requirements Relating to Temporary Services and/or Facilities:
1. Any Contractor requiring temporary service facilities before it can be provided as specified, or whose requirements with respect to a particular service differ from the service specified, shall provide service as required to meet their needs, at their own expense and in a manner satisfactory to the Construction Manager and the Architect/Engineer
 2. If required, the Contractor shall employ appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, Contractor shall provide remaining work with matching, compatible materials and equipment complying with the company's recommendations.
 3. The Contractor providing the temporary service and/or facility shall maintain temporary service and/or facilities and keep in good operating condition for the entire construction period. Provide maintenance personnel necessary to perform this work.
 4. Permanent building equipment and devices used for provisions of temporary utilities, temporary construction and support facilities shall be put in new condition immediately before final acceptance by Owner. Unless stated otherwise, the warranty for all equipment and devices listed above shall be for a period of one year following date of Contract Completion.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary

Conditions and other Division 1 Specification Sections.

1. Specifications throughout all Divisions of the Project Manual are directly applicable to this Section, and this Section is directly applicable to them.

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with all U. S. Department of Labor OSHA requirements, industry standards and applicable laws, and regulations of authorities having jurisdiction, including but not limited to:
 1. Building Code requirements.
 2. Local County and City regulations and requirements.
 3. Health and safety regulations
 4. Utility company regulations.
 5. Police, Fire Department and Rescue Squad rules.
 6. Environmental protection regulations.
 7. National Electric Code.
- B. Standards :Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
 1. Electrical Service: Comply with NEMA, NECA and UL standards and regulations to inspect and test each temporary service before use. Obtain required certifications, licenses and permits.

1.4 TEMPORARY DUST BARRIERS

- A. Contractor to provide dust barriers as required to protect active buildings during construction. Dust barriers are required to protect installed work.

1.5 TEMPORARY NOISE BARRIERS

- A. The contractor is to provide noise barriers if they exceed noise levels provided by Owner's requirements.

1.6 TEMPORARY BARRICADES

- A. The Contractor shall erect and maintain, during the prosecution of the Work, barricades, lights and enclosures necessary for the protection of workmen and the public.
 1. Whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic barricades will be required.
 2. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

3. Comply with requirements of authorities having jurisdiction.
4. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.7 TEMPORARY FENCING

- A. The Contractor shall provide the temporary fence.
- B. The contractor is to move, relocate, repair, maintain the fence as needed to perform contract work.
- C. This contractor is to repair the holes left by the posts.:
 1. Provide locks and/or chains for each gate, and a key will be given to each of the following: Construction Manager, Architect, Owner and Fire and Police Departments.
- D. Contractors, including, subcontractors, etc. shall:
 1. Provide a lock for one gate to be utilized for non-standard hour's entry.
 - a. Locks shall be daisy chained.
 2. Move or relocate temporary site fence for performance of their work and do so at their own cost.
 - a. Repair site fence to a satisfactory condition, coordinate with the Construction Manager.
 - b. General Trades Contractor shall anticipate, and include cost in their base bid, to relocate the chain link fence a minimum of one time to complete site work while maintaining the site in a secure state at all times.
- E. Location:
 1. Refer to project drawings.
- F. In addition, prior to the start of work, enclose those areas at the construction site which are not within the construction fence with a temporary safety fence, including gates and warning signs, to protect the public from construction activities.
 1. The safety fence shall a 6-foot high chain link construction fence with gates and OSHA approved "No Trespassing" signs shall be erected at the perimeter of the project.
 - a. The fence location shall be approved by the University and shall be shown on a site plan provided the Contractor.
 2. Barbed wire is prohibited.
 3. The Construction Manager or the Lead Contractor shall lock Gates after working hours. Keys to double locks will be furnished to the University.
 4. Remove the fence from the work site upon completion of the contract.
- G. Project identification sign requirement of the General Conditions may be waived by the

University for small projects or renovations. Otherwise, the Lead Contractor will provide the sign including shop-drawing submittal for approval.

1. The location of the project sign, if required, will be approved by the University.

1.8 TEMPORARY PROTECTIVE WALKWAYS

A. The General Trades Contractor shall:

1. Provide temporary protective walks to maintain egress routes to all buildings during construction.
 - a. Temporary protective walks shall be ADA compliant and a minimum of 48 inches wide.
 - b. Temporary protective walks shall be removed as permanent walks are installed, and the surrounding areas on-site shall be fully restored, at the end of the contract or as directed by the Construction Manager.

1.9 TEMPORARY SECURITY BARRIERS

A. The General Trades Contractor shall:

1. Maintain for the duration of his contract temporary security barricades.
 - a. Provide barriers to prevent unauthorized entry to construction areas.
 - b. Security barricades shall be removed as permanent enclosures are installed, at the end of contract or as directed by the Construction Manager.

B. Material:

1. Sheeting: Minimum ½" plywood
2. Framing: 2"X4" studs. Spacing maximum 2' on center

1.10 TEMPORARY CONTAINMENT BARRIERS

A. The General Trades Contractor Shall:

1. Provide containment barriers as indicated on the project drawings.

1.11 TEMPORARY TREE AND PLANT PROTECTION

A. All Prime Contractors, including suppliers, subcontractors, etc. shall:

1. Preserve all vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed, and which do not unreasonably interfere with the work required under this contract.
2. Only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-

pruning compound as directed by the Construction Manager.

B. The General Trades Contractor shall:

1. Maintain protection barricades at all existing trees and shrubs that was provided in the previous phase.
2. Provide and maintain protection barricades at all existing trees and shrubs to remain that were not protected in the previous phase.
3. Protection barricades shall be removed at the end of contract or as directed by the Construction Manager

C. Installation:

1. Protection barricade shall consist of 4"x 4" wood posts, 8' on center maximum spacing, and continuous 2"x 4" wood rails at 24" and 48" above grade. Barricade shall be constructed at the drip line of the tree. Paint entire barricade a fluorescent color. If drawings indicate a different barricade, the contractor is to use the drawing barricade design.

1.12 PROTECTION OF STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

A. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Construction Manager may have the necessary work performed and charge the cost to the Contractor.

B. The Contractor shall protect from damage all new improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Construction Manager may have the necessary work performed and charge the cost to the Contractor.

C. The General Trades Contractor shall:

1. Provide and maintain for the duration of his contract, protection barricades at all existing and new structures, equipment, and improvements (e.g. catch basins, manholes, fire hydrants, curb valves, etc.).
 - a. Protection barricades shall be removed at the end of contract or as directed by the Construction Manager

D. The General Trades Contractor shall:

1. Provide and maintain for the duration of his contract, protection barricades at all existing and new structures, equipment, utilities and improvements (e.g. splice boxes, vaults, piping, cleanouts, conduit, duct banks, etc.).
 - a. Protection barricades shall be removed at the end of contract or as directed by

the Construction Manager

E. Installation:

1. Protection barricade shall consist of:
 - a. 4"x 4" wood posts, 8' on center maximum spacing,
 - b. Post depth: 3' minimum.
 - c. Continuous 2"x 4" wood rails at 24" and 48" above grade.
2. Barricade shall be constructed centered on the structure, equipment, utility or improvement.
3. Barricade shall be constructed a minimum of 2' beyond each side of the structure, equipment, utility or improvement.
4. Paint entire barricade a fluorescent color.

1.13 MARKING INSTALLED UTILITIES

A. The General Trades Contractor shall:

1. Provide and maintain for the duration of his contract, utility markings at all new underground utilities.
2. Marking shall occur at each start and stop point and at each change of direction point.

B. Utilities (piping, conduit, duct banks, sleeves etc.) as they are installed shall be marked. Markings are:

1. 2"x4" wood posts
2. Located at the stopping point of utility
3. 2X4 shall start at 6" below the bottom of the utility and extend 3' above grade.
4. Elevation marking on post with measurement to top of utility written on post.
5. A protection barricade has been constructed around all utility markers.

1.14 FIELD OFFICE

- A. The Lead Contractor is required to furnish a job office trailer with sufficient space for all prime contractors, subcontractors, and the Associate's field representative.
- B. The Lead Contractor's or Construction Manager's representative shall be present in the job office or on the building site, or otherwise readily available by phone at all times during the work.
- C. The office facilities shall include: locks; telephone; facilities for all project meetings; and space for the Associate's field representative including desk, plan rack, file cabinet, and telephone.

PART - 2 PRODUCTS

2.1 GENERAL

- A. Provide new materials; if acceptable to the Construction Manager and the Architect/Engineer, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.

2.2 MATERIALS

- A. Use only materials which will not create hazards to health or property.

PART 3 – EXECUTION**3.1 PREPARATION**

- A. Prior to start of work, the Contractor shall visually inspect existing conditions, including work of other Contractors. Contractor shall notify the Construction Manager of specific conditions, which may adversely affect his work, so that they may be corrected.
- B. Commencement of work indicates acceptance of existing conditions, including work of other Contractors.

3.2 INSTALLATION

- A. Use qualified personnel for installation of temporary work.
- B. Install temporary work in a manner to not interfere with permanent construction. If interferences do occur, it shall be the Contractor's responsibly to make required changes to overcome the interference.
- C. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.3 INSPECTION

- A. If required by local code officials, arrange for authorities having jurisdiction to inspect and test each temporary service and/or facility Obtain required certifications, licenses and permits.

3.4 OPERATION, TERMINATION AND REMOVAL

- A. Conditions of Use:
 - 1. Keep temporary services and facilities clean and neat in appearance.
 - 2. Operate in a safe and efficient manner.
 - 3. Take necessary fire prevention measures.
 - 4. Do not overload facilities or permit them to interfere with progress.
 - 5. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on the site.

- A. The Contractor responsible for installing and maintaining the temporary facility shall remove from the premises temporary work installed by him at the completion of the Project, or when requested to do so by the Construction Manager. Temporary structures and facilities become the property of the party furnishing them. Leave premises clean and in acceptable conditions as approved by the Construction Manager and Architect.

END OF SECTION

**SECTION 01 56 39
TREE PROTECTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary site fencing.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction as shown on plans. Trees indicated to remain but not within defined protection zone are to be protected by a zone defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.
- C. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
 - 1. Organic Mulch: 1-pint (0.5-L) volume of organic mulch; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.
- D. Qualification Data: For qualified arborist and tree service firm.

- E. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- F. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- G. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
 - 3. Consult Architect if proposed site work will affect trees' root zones to extent that tree otherwise indicated to remain should be removed.

1.5 QUALITY ASSURANCE

- A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located. Or:
 - 1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.

1.6 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Erection of sheds or structures.
 - 4. Impoundment of water.
 - 5. Excavation or excessive digging beyond that required by Plans.
 - 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.

- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.
 - 3. Color: Natural.
- C. Protection-Zone Fencing: Fencing fixed in position per requirements below. Previously used materials may be used when approved by Architect.
 - 1. Protection-Zone Fencing: 2-by-2-inch pressure-treated wood stakes spaced not more than 6 feet apart with orange-laminated safety netting.
 - a. Height: 4 feet (1.2 m).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report, endorsed by arborist, listing conditions and construction activities detrimental to tree and plant protection.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag or tie a 1-inch (25-mm) blue-vinyl tape around each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.
 - 1. Apply 3-inch average thickness of organic mulch at root zone of trees to be protected. Do not place mulch within 6 inches (150 mm) of tree trunks. Do not place mulch where it may harm low plantings to remain.

3.3 TREE AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Stakes: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
 - 2. Access Gates: Install as needed to provide access through the tree protection zone. Adjust to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire op-

erational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect. Install one sign spaced approximately every 35 feet (10.5 m) on protection-zone fencing, but no fewer than four signs per major zone with each facing a different direction.
- C. Maintain protection zones free of weeds and trash.
- D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- E. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
 - 2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Division 31 Section "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Cut Ends: Do not paint cut root ends.
 - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 4. Cover exposed roots with burlap and water regularly.

5. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots 12 inches (300 mm) outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1)
 3. Cut branches with sharp pruning instruments; do not break or chop.
 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and dispose of off-site.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- D. If fill deeper than 2 inches is required, adequate aeration of feeder roots is to be provided. Raising grades within tree protection zone shall be subject to Architect's approval.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 1. Submit details of proposed root cutting and tree and shrub repairs.
 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 4. Perform repairs within 24 hours.

5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 66 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.
 1. Provide new trees of same size and species as those being replaced for each tree that measures 6 inches (150 mm) or smaller in caliper size.
 2. Provide two new tree(s) of 4-inch (100-mm) caliper size for each tree being replaced that measures more than 6 inches (150 mm) in caliper size. Match species or request substitution from Architect.
 3. Verify locations of replacement material with Architect.
 4. Plant and maintain new trees as specified in Division 32 Section "Plants."
- C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch- (50-mm-) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

**SECTION 02 07 00
SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract apply to this Section.

1.02 SUMMARY

A. Description

1. Furnish labor, materials, equipment, and transportation necessary to do all concrete demolition, as shown on drawings and as specified herein, including but not necessarily limited to the following:
 - a. Removal of existing deteriorated concrete as noted on plans or directed by the Engineer.
 - b. Dust and water control.
 - c. Removal and disposal of all debris.
 - d. Disconnecting and relocating/reinstalling any existing utility lines on the site which interferes with the repairs.
 - e. Protection of all existing electrical systems, mechanical equipment, light fixtures, overhead piping, fire protection system etc. scheduled to remain.
2. Contractor shall provide barricades with warning lights, enclose the construction area and take all precautions necessary to ensure public and employee safety.
3. All work shall be done in accordance with the requirements of all local and state agencies.

B. Quality Assurance

1. Demolition Contractor's Qualifications: Minimum of 5 years experience on comparable projects.
2. Comply with all pertinent codes and regulations which apply to this type of work and with requirements of insurance carriers providing coverage for this work. Dispose of debris in a legal manner off site daily. Do not allow to accumulate on site.

C. Job Conditions

1. Dust and Water Control: Contractor shall contain particular debris generated by his work activities from polluting the atmosphere or waterways.
2. On-site burning shall not be permitted.
3. Use all means necessary to protect existing facilities, utilities, and appurtenances within the project areas.
4. Noise Control: Loud work shall be limited to 6 am to 8 pm weekdays. Loud work shall be coordinated with the Owner during other hours during the week and on weekends. No ram hoes shall be permitted for demolition activities. Handheld jackhammer-type equipment is permitted. Prior to the start of the project, the Owner will provide the Contractor a limited schedule of days in which loud work will not be allowed.

1.03 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Submit schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 2. Coordinate with Owner's continuing use of portions of existing building.
- C. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.04 JOB CONDITIONS

- A. Occupancy: Conduct selective demolition work in manner that will minimize need for disruption of Owner's continuing operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's continuing operations.
- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur prior to start of selective demolition work.
- C. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of the project.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 - 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 5. Protect floors with suitable coverings when necessary.

6. Construct temporary insulated dust resistant partitions where required separating areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dust resistant doors and security locks.
 7. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 8. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
- H. Utility Services: Maintain existing utilities in service and protect them against damage during demolition operations.
1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
 2. Maintain fire protection services during selective demolition operations.
- I. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.
1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. Use appropriate materials and proper equipment to complete the work of this Section. Provide all necessary barricades, warning devices, enclosures, etc. as required to comply with governing safety regulations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.

1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 2. Cover and protect equipment and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 3. Erect and maintain dust resistant partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - a. Where selective demolition occurs immediately adjacent to occupied portions of the building or temporary passageways, drive aisles, and parking spaces, construct dust resistant partitions of minimum 4-inch studs and ½-inch fire-retardant plywood on demolition side.
 - b. Provide weatherproof closures for exterior openings resulting from demolition work.
 4. Locate, identify, stub off, and disconnect utility services that are not indicated to remain due to abandonment or new system installation.
- B. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during demolition or changeover.

3.02 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
1. Demolish concrete in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.
 3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Engineer written, accurate detail. Pending receipt of a directive from the Engineer, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 2. Burning of removed materials is not permitted on project site.

3.04 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

**SECTION 03 01 30
PATCHING OF CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.1 SUMMARY

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Section includes:
 - 1. Concrete Delamination Repairs - Removal of deteriorated concrete and subsequent patching and rebuilding.
- C. Unit Prices:
 - 1. Use the Bid Form to provide Unit Prices for each of the following items. Include labor, material, equipment costs, and the like necessary to install, complete and in place, the Work described by each of the following items and this Section.
 - a. Unit Price – concrete delamination repair (per square foot).
 - b. Unit Price – rebar replacement (per pound).
 - 2. Payment:
 - a. The Contractor's repair area quantities will be verified after preparation – but prior to the placement of repair materials.
 - b. Payment for repairs will be considered upon completion of the Work.

1.2 REFERENCES

- A. Reference Standards:
 - 1. American Concrete Institute (ACI):
 - a. Standard Specifications for Structural Concrete (ACI 301-05).
 - b. Cold Weather Concreting (ACI 306R-88 [Reapproved 2002]).
 - 2. ASTM International:
 - a. Standard Specification for Concrete Aggregates (ASTM C-33-03).
 - b. Standard Specification for Portland Cement (ASTM C-150-05).
 - c. Standard Specification for Chemical Admixtures for Concrete (ASTM C-494-05a).
 - d. Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear (ASTM C-882-05).
 - e. Standard Practice for Measuring Delaminations in Concrete Bridge Decks by Sounding (ASTM D-4580-03).
 - 3. Concrete Reinforcing Steel Institute (CRSI): Standard Specifications.
 - 4. International Concrete Repair Institute (ICRI): Printed guidelines for the repair of deteriorated concrete resulting from oxidation of reinforcing steel.

1.3 SUBMITTALS

- A. Certificates: The Repair Materials Manufacturer's Certificate of Compliance.
- B. Manufacturers' Instructions: Installation instructions.
- C. Product Data: Include material descriptions, chemical composition, physical properties, test data, and mixing and application instructions.
- D. 1. Include Material Safety Data Sheets, if applicable

1.4 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Repair Materials Manufacturer: A company specializing in type of materials specified, with no less than ten years of documented experience similar to the Work specified.
 - 2. Applicator: A contractor with no less than ten years of documented experience similar to the Work specified. The Contractor shall be approved or certified by the respective Repair Materials Manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the specified products in original, unopened containers with the respective Repair Materials Manufacturer's names, labels, and identification intact.
- B. Comply with the respective Repair Materials Manufacturer's instructions for storage, shelf life, and handling.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Place repair materials within the temperature and weather limitations given by the respective Repair Materials Manufacturer.

1.7 QUANTIFYING REPAIRS

- A. Provide anticipated work schedule to the Owner prior to commencement of operations. Schedule work to minimize inconvenience to the Owner.
 - 1. After Examination (prior to removal operations): Verify quantity of repairs with the Owners representative in each section before proceeding to other sections. The Owners representative will review and approve the Contractor's outline of repair areas prior to commencement of removal operations.
 - 2. After Preparation (prior to the placement of repair materials): Verify quantity of repairs with the Owners representative in each section before proceeding to other sections.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. BASF Building Systems, BASF Construction Chemicals Americas, BASF Aktiengesellschaft, Shakopee, MN (Website: www.chemrex.com, Voice: 800.433.9517).

- B. The Euclid Chemical Company (EUCO), Cleveland, OH. (Website: www.euclidchemical.com, Voice 800.321.7628).
- C. Sika Corporation (USA), Lyndhurst, NJ (Website: www.sikausa.com, Voice: 800.933.7453).
- D. MAPEI Corporation, Deerfield Beach, FL (Website: www.MAPEI.com Voice: 1-800-992-6273
- E. ChemMasters, Madison, OH (Website: www.chemmasters.net Voice: 440-428-2105

2.2 MATERIALS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the work include, but are not limited to the following:
 - 1. Epoxy Bonding Agent.
 - a. MAPEI Planibond EBA
 - b. BASF Corporation; MasterEmaco ADH 326
 - c. Sika Corporation; SIKADUR 32 Hi Mod or Sikadur 32 Hi Mod LPL
 - d. Euclid Chemical Company; EUCO #452
 - e. ChemMasters: Duraguard 100HM
 - 2. Cementitious Epoxy Bonding Agent & Anti-Corrosion Coating.
 - a. MAPEI Corporation Planibond 3C or MAPEFER 1K for rebar only
 - b. BASF Corporation; MasterEmaco P124
 - c. Sika Corporation; Sika Armatec 110
 - d. Euclid Chemical Company; DUALPREP AC
 - e. ChemMasters: Polyweld EPXci
 - 3. Cementitious Patching Mortar Vertical / Overhead – (Limited to Area Less Than 5 SF).
 - a. MAPEI Corporation, Planitop X/XS, Planitop 23, Planitop 12SR
 - b. BASF Corporation; MasterEmaco S 488 CI
 - c. Sika Corporation; SikaQuick VOH, Sikarepair 224 or Sikatop 123 plus
 - d. Euclid Chemical Company; Tamms Structural Mortar
 - e. ChemMasters: Chempatch VO1 or Chempatch Fast VO
 - 4. Cementitious Patching Mortar - Form and Pour/Pump
 - a. MAPEI Corporation Planitop 15, Planitop 11SCC
 - b. BASF Corporation; MasterEmaco S 466CI or S 477CI
 - c. Sika Corporation; Sika Monotop 611, SikaQuick FNP, Sikacrete 100 CI, Sikacrete 211 SCC Plus
 - d. Euclid Chemical Company; Tamms Form and Pour Concrete
 - e. ChemMasters: Chempatch Form & Pour
 - 5. Cementitious Patching Mortar, Rapid Setting
 - a. MAPEI Corporation, Planitop 18, Planitop 18ES, Planitop 18TG
 - b. BASF Corporation; MasterEmaco T 415 OR T 430
 - c. Sika Corporation; SikaQuick 1000 or SikaQuick 2500
 - d. Euclid Chemical Company; EUCO-SPEED
 - e. ChemMasters: Chemspeed 75 or Chemspeed 75ES

6. Bonding Agent: Slurry coat of batch material mixed to a slightly wetter consistency, per the Repair Materials Manufacturer's recommendations.

2.3 EQUIPMENT

- A. Chipping Hammers (if used): 25-pound class.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine and verify repair areas with the Engineer per Section 1.8 above.
- B. Inspect all concrete surfaces within project limits, using a hammer, sounding rod, chaindrag or other similar method approved by the Owners representative for locating deteriorated concrete. Sounding shall be done in accordance with ASTM D-4580-03.
- C. Provide equipment as necessary to inspect the surfaces within the scope of the Work completely.
- D. Using the Contractor's own aerosol spray paint, outline areas of loose, unsound, or delaminated concrete for removal.

3.2 PREPARATION

- A. Temporary Protection and Shoring:
 1. Provide necessary scaffolding and falsework. Be responsible for strength, safety, and compliance regulations regarding scaffolding and falsework, and other supports.
 2. Supply necessary supports and shoring. Support insecure portions of concrete construction adjacent to the work area. Brace and support concrete work until adequate strength is attained. Be responsible for the strength and stability of the structure.
 3. Provide shields, barriers, and coverings necessary to protect the building occupants and to prevent interference with the safe use of the structure by the occupants.
- B. Dust Control: Isolate dust and debris to area of construction. Provide shields and barriers necessary to keep vehicles, and occupied and public areas free of deleterious materials and dust.
- C. Surface Preparation:
 1. Prepare per the International Concrete Repair Institute (ICRI) guidelines.
 2. Remove loose, unsound, or delaminated concrete by hydro-demolition or mechanical means. Remove concrete in a manner that prevents damaging reinforcing steel and sound concrete.
 - a. Operate chipping hammers at an angle of less than 45 degrees with respect to the surface.
 3. Once initial removals are made, proceed with undercutting exposed corroded reinforcing bars, as indicated on the Drawings.

- a. Provide 3/4 inch minimum clearance between exposed reinforcing and surrounding concrete – or 1/4 inch larger than largest aggregate in repair mortar – whichever is greater.
 - b. Extend concrete removals along the bars to locations along the bar that are free of bond-inhibiting corrosion, and where the bar is well bonded to surrounding concrete.
 - c. If un-oxidized reinforcing steel is exposed during the undercutting process, take care not to damage the bar's bond to surrounding concrete. If bond between bar and concrete is broken, undercutting of the bar will be required.
4. Secure loose reinforcement in place by tying to other secured bars or by other approved methods.
 5. If reinforcing has lost more than 25-percent cross section (20-percent if two or more consecutive parallel bars are affected), repair the reinforcing by complete bar replacement or addition of supplemental bar of proper bar size and length. Include required bar replacement in the Contractor's Base Bid and Unit Price costs. See typical repair and cleaning of reinforcing steel details on S-002 for more info
 6. Make removal edges using 1/2 inch maximum depth sawcut or right angle break. The presence of feathered edges will be grounds for rejection of the installation. Keep patch configuration rectangular and as simple as possible.
 7. After removals are complete, roughen sawcut surfaces and remove bond-inhibiting materials (dirt, concrete slurry, loosely bonded aggregates and heavy corrosion on reinforcing steel) by abrasive-blasting – or high pressure water-blasting with or without abrasives. Check surface after cleaning to be sure it is free of additional loose aggregate, or that additional delaminations are not present.
 8. Prevent contamination of the repair surface. If hydro-demolition is used, remove cement and particulate slurry from the prepared surface before slurry hardens.
 9. Use care to avoid damaging sound concrete. The Contractor shall bear the cost of additional repairs caused by the actions of the Contractor.

3.3 REPAIR MATERIAL MIXING

- A. Add admixtures to the entire fresh pre-mixed batch or truckload of concrete at the Site prior to placement, as recommended by the Admixture Manufacturer.
- B. Mix manufactured repair products per the respective Repair Materials Manufacturer's printed instructions.

3.4 PLACEMENT

- A. Apply bonding agent to surface of concrete per the respective Repair Materials Manufacturer's printed instructions. Apply only enough bonding agent as can be covered by the repair material before it dries.
- B. Immediately following application of bonding agent, place patching concrete. Consolidate patch materials, then screed and allow to set. Apply ample pressure to repair material when troweling to ensure intimate contact with the substrate and to eliminate voids behind reinforcing steel.
- C. Patch areas shall receive a finish to match adjacent areas.
- D. Do not exceed the maximum lift thickness as noted by the respective Repair Materials Manufacturer. Apply additional lifts as required to achieve full depth thickness of patch. Follow the respective Repair Materials Manufacturer's recommendations for preparing the surface of preceding layers of repair materials.

3.5 REPAIR OF SURFACE DEFECTS

- A. Allow the Engineer to inspect concrete surfaces immediately upon removal of forms.
- B. Modify or replace concrete not conforming to required lines, detail, and elevations.
- C. Repair or replace concrete not properly placed resulting in honeycombing and other defects.

END OF SECTION 030130

**SECTION 03 10 00
CONCRETE FORMWORK**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide formwork for concrete repairs as indicated on the Drawings and specified herein.
- B. Work includes formwork and shoring for concrete repairs, and installation into formwork of items such as anchor bolts, anchorages, inserts, and other items to be embedded in concrete.

1.02 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. American Concrete Institute (ACI):
347: Recommended Practice for Concrete Formwork
 - 2. American National Standards Institute (ANSI):
A199: Construction and Industrial Plywood
- B. Allowable Tolerances:
 - 1. Construction formwork to provide completed cast-in-place concrete structures complying with the tolerances specified in ACI 347.
 - 2. Before concrete placement check the lines and levels of erected formwork. Make corrections and adjustments to ensure proper size and locations of concrete members and stability of forming systems.
 - 3. During concrete placement check formwork and related supports to ensure that forms are not displaced and that completed work will be within specified tolerances.

1.03 SUBMITTALS

- A. Manufacturer's Data:
 - 1. Submit manufacturer's data and installation instructions for materials including form coatings, manufactured form systems, ties and accessories.
- B. Shop Drawings:
 - 1. Submit shop drawings for fabrication and erection of formwork for finished concrete surfaces. Show the general construction of forms including jointing, special formed joints for reveals, location and pattern of form tie placement, and other items which affect the exposed concrete visually.
 - 2. Design of formwork & shoring for structural stability and sufficiency is the Contractor's responsibility.

PART 2 - PRODUCTS**2.01 MATERIALS****A. Forms for Exposed Finish Concrete:**

1. Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood-faced or other panel type materials acceptable to the Engineer, to provide continuous, straight, smooth as-cast surfaces. Furnish in largest practicable sizes to minimize number of joints. Forms shall be mortar-tight, sufficiently rigid to prevent distortion due to the wet concrete mix and other loads incident to construction operations, including vibration, and so constructed and maintained to prevent warping and opening of the joints due to shrinkage of the form material. Molding strips shall be placed in the corners of forms to produce beveled edges on permanently exposed concrete corners.
 - a. Plywood Forms: Use overlaid plywood complying with ANSI A 199.1, B-High Density Concrete Form Overlay, Class I.

B. Forms for Concrete Not Exposed:

1. Form concrete surfaces which will not be exposed in the finished structure with plywood, lumber, metal, or other acceptable material. Use lumber that is dressed on at least 2 edges and 1 side for tight fit.

C. Form Ties:

1. Use factory-fabricated, adjustable-length, removable or snap off metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal.
2. Unless otherwise shown, use ties so that portion remaining within concrete after removal of exterior parts is at least 1 inch from the outer concrete surface. Unless otherwise shown, use form ties which will not leave a hole larger than 1 inch diameter in the concrete surface.
3. For exposed finish concrete, use plastic cones and coil ties where indicated on the drawings.

D. Forms Coating:

1. Use commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.
 - a. Coat forms for exposed finish concrete with a co-polymer resin compound equal to nox-Crete "Pre-Form" Concrete Form Sealer.
 - b. Provide a release agent equal to Nox-Crete "Form Coating".

E. Metal Inserts:

1. Use metal insets for anchorage of materials or equipment to concrete construction as required for the work.
2. Use threaded inserts of malleable cast iron, furnished complete with full-depth bolts; 3/4 inch bolt size, unless otherwise shown.

2.02 DESIGN OF FORMWORK

- A. Design, erect, support, brace, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system and in place construction that has attained adequate strength for that purpose.
- B. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances.
- C. Design formwork to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- D. Use shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof. Use trussed supports when adequate foundations for shores and struts cannot be secured.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine the conditions under which concrete formwork is to be erected. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 FORM CONSTRUCTION

- A. Construct forms to be the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, levels, and plumb work in finish structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustifications, reglets, chamfers, blocking screeds, bulkheads, anchorage's and inserts, and other features required. Use selected materials to obtain required finishes.
- B. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Use crush plates or wrecking plates where stripping may damage cast concrete surfaces. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- C. Provide temporary openings where interior area of formwork is inaccessible for clean out, for inspection before concrete placement, and for placement of concrete. Brace temporary closures and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in as inconspicuous location as possible; consistent with project requirements.
- D. Construct formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

E. Falsework:

1. Erect falsework and support, brace, and maintain it to safely support vertical, lateral, and asymmetrical loads applied until such loads can be supported by in-place concrete structures. Construct falsework so that adjustments can be made for take-up and settlement.
2. Use wedges, jacks or camber strips to facilitate vertical adjustments. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce work of required dimensions.

F. Forms for Exposed Concrete:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
2. Do not use metal cover plates for patching holes or defects in forms.
3. Provide chamfered corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, intersections.
4. Use extra studs, walers, and bracing to prevent bowing of forms between studs and to avoid bowed appearance in concrete.
5. Place ties and spreaders symmetrically in plumb tiers and level rows.
6. Place pouring strips in the forms wherever horizontal construction joints are made.
7. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
8. Form molding shapes, recesses and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

G. Corner Treatment:

1. Form exposed corners to produce smooth, solid, unbroken lines, except as otherwise shown.
2. Form chamfers with 3/4 inch x 3/4 inch strips unless otherwise noted. Extend terminal edges to required limit and miter chamfer strips at changes in direction.
3. Unexposed corners may be formed either square or chamfered.

H. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

I. Provision for Other Trades: Provide openings in concrete formwork to accommodate work of others. Accurately place and securely support items to be built into forms.

J. Cleaning and Tightening:

1. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.03 FORM COATINGS

- A. Apply coating to form surfaces, for exposed finish concrete, with form coating compound to provide a smooth glossy form surface. Apply material and cure panels in compliance with manufacturer's instructions.
- B. Prior to each concrete pour, treat form surfaces with a suitable release agent. Do not allow excess material to accumulate in the forms or to come into contact with surfaces which will be bonded to fresh concrete.

3.04 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of the items to be attached thereto.

3.05 SHORES AND RESHORES

- A. Comply with ACI 347 for shoring and reshoring in multistory construction, and as herein specified.
- B. Space out shoring in such a manner that no floor or member will be excessively loaded or will induce stress in concrete members where no reinforcing steel is provided. Extend shores beyond minimums if required to ensure the proper distribution of loads throughout the structure.
- C. Remove shores and reshore in a planned sequence to avoid damage to partially cured concrete. Locate and provide adequate reshoring to safely support the work without excessive stress or deflection.

3.06 REMOVAL OF FORMS

- A. Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F. for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operation, and provided that curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, roof slabs and other structural elements shall not be removed until concrete has attained a minimum compressive strength of 4,000 psi or 80% of its design compressive strength.

3.07 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable. Apply new form

coating compound material to concrete contact surfaces as specified for new formwork.

- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces, except as acceptable to the Engineer.

END OF SECTION

**SECTION 03 20 00
CONCRETE REINFORCING**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel reinforcement bars.

B. Related Requirements:

1. Section 033816 "Unbonded Post-Tensioned Concrete" for reinforcing related to post-tensioned concrete.
2. Section 034100 "Precast Structural Concrete" for reinforcing used in precast structural concrete.
3. Section 034500 "Precast Architectural Concrete" for reinforcing used in precast architectural concrete.
4. Section 321313 "Concrete Paving" for reinforcing related to concrete pavement and walks.
5. Section 321316 "Decorative Concrete Paving" for reinforcing related to decorative concrete pavement and walks.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Construction contraction and isolation joints.
 - c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Each type of steel reinforcement.
2. Zinc repair material.
3. Bar supports.
4. Mechanical splice couplers.

B. Shop Drawings: Comply with ACI SP-066:

1. Include placing drawings that detail fabrication, bending, and placement.

2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.
 3. For structural thermal break insulated connection system, indicate general configuration, insulation dimensions, tension bars, compression pads, shear bars, and dimensions.
- C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
1. Location of construction joints is subject to approval of Architect.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For testing and inspection agency.
- B. Material Certificates: For each of the following, signed by manufacturers:
1. Epoxy-Coated Reinforcement: CRSI's "Epoxy Coating Plant Certification."
 2. Dual-Coated Reinforcement: CRSI's "Epoxy Coating Plant Certification."
- C. Material Test Reports: For the following, from a qualified testing agency:
1. Steel Reinforcement:
 - a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
 2. Mechanical splice couplers.
- D. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
1. Store reinforcement to avoid contact with earth.
 2. Do not allow epoxy-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
 3. Do not allow dual-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
 4. Do not allow stainless steel reinforcement to come into contact with uncoated reinforcement.

PART 2 - PRODUCTS**2.1 PERFORMANCE REQUIREMENTS****2.2 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A615/A615M, Grade 60 , deformed.
- B. Headed-Steel Reinforcing Bars: ASTM A970/A970M.
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, plain fabricated from as-drawn steel wire into flat sheets

2.3 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
 - 1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- C. Mechanical Splice Couplers: ACI 318 Type 1, same material of reinforcing bar being spliced; tension-compression type.
- D. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.
 - 1. Finish: Plain.
- E. Zinc Repair Material: ASTM A780/A780M.

2.4 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION**3.1 PREPARATION**

- A. Protection of In-Place Conditions:
 - 1. Do not cut or puncture vapor retarder.
 - 2. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.
 - 1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 - 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
 - 1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.
 - 2. Stagger splices in accordance with ACI 318.
 - 3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.
 - 4. Weld reinforcing bars in accordance with AWS D1.4/D 1.4M, where indicated on Drawings.
- G. Install welded-wire reinforcement in longest practicable lengths.
 - 1. Support welded-wire reinforcement in accordance with CRSI "Manual of Standard Practice."
 - a. Fore reinforcement less than W4.0 or D4.0, continuous support spacing to not exceed 12 inches.
 - 2. Lap edges and ends of adjoining sheets at least one wire spacing plus 2 inches for plain wire and 8" for deformed wire.
 - 3. Offset laps of adjoining sheet widths to prevent continuous laps in either direction.
 - 4. Lace overlaps with wire.

3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement.
 - 2. Continue reinforcement across construction joints unless otherwise indicated.
 - 3. Do not continue reinforcement through sides of strip placements of floors and slabs.

- B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

- A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor will engage a special inspector to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Steel-reinforcement placement.
 - 2. Steel-reinforcement mechanical splice couplers.
- D. Manufacturer's Inspections: Engage manufacturer of structural thermal break insulated connection system to inspect completed installations prior to placement of concrete, and to provide written report that installation complies with manufacturer's written instructions.

END OF SECTION

**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. This section includes all concrete topping slabs.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: 4000 PSI, Air Entrained Mix to be used for all Structural Concrete.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.

1.03 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage a qualified independent owner selected testing agency to perform material evaluation tests and to design concrete mixtures.

- F. Preinstallation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
1. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.03 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
1. Portland-Limestone Cement: ASTM C595, Type 1L, gray. Supplement with the following:
- a. Fly Ash: ASTM C 618, Class F or C.
- b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, graded.
1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

2.04 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
3. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

2.05 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 3/4 inches to 1-1/2 inches long.

2.06 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils thick.

2.07 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- B. Water: Potable.
- C. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.08 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.09 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
- C. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 4000 psi at 28 days.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
 - 3. Slump Limit: 5 to 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture.
 - 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 - 5. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 to 3.0 lb/cu. yd.

2.010 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.011 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.03 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.05 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.06 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.07 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.08 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.09 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching $0.2 \text{ lb/sq. ft.} \times h$ ($1 \text{ kg/sq. m} \times h$) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.
4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.010 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

3.011 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

END OF SECTION

**SECTION 05 73 13
GLAZED DECORATIVE METAL RAILINGS**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Glazed decorative metal railings.

1.2 DEFINITIONS

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor and exterior deck areas and for pedestrian guidance and support, visual separation, or wall protection.

1.3 COORDINATION AND SCHEDULING

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver items to Project site in time for installation.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Metal railings assembled from standard components.
 - 2. Glass products.
 - 3. Sealant and accessories for structural glass railings.
 - 4. Fasteners.
- B. Shop Drawings: Include plans, elevations, sections, and attachment details.
- C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.
- D. Samples for Verification: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
 - 2. Base channel.
 - 3. Each type of glass and glass edge required.
 - 4. Fittings and brackets.

5. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and glass-infill panels. Show method of finishing members at intersections. Samples need not be full height.
- E. Delegated Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Mill Certificates: Signed by manufacturers of stainless steel products, certifying that products furnished comply with requirements.
- C. Product Test Reports: For tests performed by a qualified testing agency, in accordance with ASTM E894, ASTM E935, ASTM E2353, and ASTM E2358.
- D. Evaluation Reports: From ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.
 1. For glazed decorative metal railings.
 2. For post-installed anchors.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.7 WARRANTY

- A. Manufacturer's Special Warranty for Laminated Glass: Glazed decorative metal railing manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
 1. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design glazed decorative metal railings, including attachment to building construction.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
 - 1. Aluminum: The lesser of minimum yield strength divided by 1.65, or minimum ultimate tensile strength divided by 1.95.
 - 2. Copper Alloys: 60 percent of minimum yield strength.
 - 3. Stainless Steel: 60 percent of minimum yield strength.
 - 4. Steel: 72 percent of minimum yield strength.
 - 5. Glass: 25 percent of mean modulus of rupture (50 percent probability of breakage), as listed in "Mechanical Properties" in AAMA CW-12, "Structural Properties of Glass."
- C. Structural Performance: Railings, including attachment to building construction, are to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails and Top Rails of Guards:
 - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
 - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
 - 2. Structural Glass Railings and Glass-Infill Panels:
 - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
 - b. Infill load and other loads need not be assumed to act concurrently.
- D. Wind Loads: For exterior glazed decorative metal railings, capable of withstanding the following wind loads in accordance with the IBC and ASTM E1300:
 - 1. Wind Load: Design Wind Speed: 115 MPH, Exposure Category: B, Importance Factor: 1.00, Internal Pressure Coefficient: +/- 0.18.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 GLAZED DECORATIVE METAL RAILINGS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide C.R. Laurence Co., Inc.; CRH Americas, Inc.; AWS Aluminum Windscreen System or a comparable product by one of the following:
 - 1. VIVA Railings, LLC.
- B. Source Limitations for Laminated Glass: Obtain from single source from single manufacturer.
- C. Source Limitations for Decorative Metal Railing Components: Obtain from single source from single manufacturer for each component and installation method.
- D. Product Options: Information on Drawings and in the Specifications establishes requirements for railing system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
 - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.

2.4 ALUMINUM

- A. Aluminum, General: Provide alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with strength and durability properties for each aluminum form required not less than that of alloy and temper designated below.
- B. Extruded Bars and Shapes, Including Extruded Tube: ASTM B221 (ASTM B221M), Alloy 6063-T5/T52.
- C. Extruded Structural Pipe and Round Tube: ASTM B429/B429M, Alloy 6063-T6.
 - 1. Provide Standard Weight (Schedule 40) pipe unless otherwise indicated.
- D. Drawn Seamless Tubing: ASTM B210 (ASTM B210M), Alloy 6063-T832.
- E. Plate and Sheet: ASTM B209 (ASTM B209M), Alloy 5005-H32.
- F. Die and Hand Forgings: ASTM B247 (ASTM B247M), Alloy 6061-T6.

- G. Castings: ASTM B26/B26M, Alloy A356.0-T6.

2.5 GLASS AND GLAZING PRODUCTS, GENERAL

- A. Glazing Publications: Comply with written instructions of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
1. NGA/GANA Publications: "GANA Laminated Glazing Reference Manual" and "GANA Glazing Manual."
- B. Safety Glazing: Glazing is to comply with 16 CFR 1201, Category II.
- C. Safety Glazing Labeling: Permanently mark glass with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction. Label is to indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- D. Fully Tempered Float Glass: ASTM C1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear), Class 1 and low-iron clear, or Class 2 (tinted) as indicated, Quality-Q3.
- E. Heat-Strengthened Float Glass: ASTM C1048, Kind HS (heat strengthened), Type I, Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.
- F. Sealant and Accessories for Structural Glass Railings: Sealant, gaskets, setting blocks, shims, and related accessories as recommended or supplied by railing manufacturer for installing structural glazing in metal base channels.
- G. Glazing Gaskets for Glass-Infill Panels: Glazing gaskets and related accessories as recommended or supplied by railing manufacturer for installing glass-infill panels in post-supported railings.

2.6 GLASS HANDRAILS AND GUARDS

- A. Laminated Glass Handrails and Guards: ASTM C1172, Type II with two plies of glass bonded together by an interlayer.
1. Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written instructions.
 2. Interlayer Thickness: 0.060 inch (1.52 mm)
 3. Kind: LHS (laminated heat strengthened).
 4. Glass Color: Inner-ply clear or as selected by Architect from Manufacturer's full range.
 5. Interlayer Color and Pattern: As selected by Architect from manufacturer's full range.
 6. Glass Plies for Glass-Infill Panels: Thickness required by structural loads, but not less than 5.0 mm each.

2.7 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
 - 1. Aluminum Components: Type 316 stainless steel fasteners.
 - 2. Stainless Steel Components: Type 316 stainless steel fasteners.
 - 3. Dissimilar Metals: Type 316 stainless steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Provide concealed fasteners for interconnecting railing components and for attaching railings to other work unless exposed fasteners are unavoidable.
 - 1. Provide Phillips flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Fastener systems with working capacity greater than or equal to design load, in accordance with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC193.
 - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 2 (A4) stainless steel bolts, ASTM F593, and nuts; ASTM F594 (ASTM F836M).

2.8 FABRICATION OF METAL RAILINGS

- A. Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.

1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- H. Form changes in direction as follows:
1. As detailed.
- I. Close exposed ends of hollow railing members with prefabricated end fittings.
- J. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, handrail brackets, miscellaneous fittings, and anchors to interconnect railing members to other work where indicated.
1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and to prevent bracket or fitting rotation and crushing of substrate.
- K. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.9 FABRICATION OF GLASS PANELS AND BALUSTERS

- A. Fabricate glass to sizes and shapes required; provide for proper edge clearance and bite on glazing panels.
- B. Glass-Infill Panels: Provide laminated, heat-strengthened glass-infill panels.
1. Edge Finish: Clean-cut or flat-grind edges to produce smooth, square edges with slight chamfers at junctions of edges and faces.

2.10 METAL FINISH REQUIREMENTS, GENERAL

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.11 ALUMINUM FINISHES

- A. Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
 - 1. Color and Gloss: Custom color and gloss options with the ability to color match Architect's sample.

2.12 STAINLESS STEEL FINISHES

- A. Surface Preparation: Remove tool and die marks and stretch lines, or blend into finish.
- B. Polished Finishes: Grind and polish surfaces to produce uniform finish, free of cross scratches.
 - 1. Run grain of directional finishes with long dimension of each piece.
 - 2. When polishing is completed, passivate and rinse surfaces. Remove embedded foreign matter and leave surfaces chemically clean.
- C. Stainless Steel Tubing Finishes:
 - 1. Polished and Buffed Finish: 320-grit finish followed by buffing to a high luster finish.
- D. Stainless Steel Sheet, Strip, Plate, and Bar Finishes:
 - 1. High Luster Finish: ASTM A480/A480M, No. 7.

PART 3 - EXECUTION**3.1 INSTALLATION, GENERAL**

- A. Comply with Drawings and manufacturer's written instructions for installing glazed decorative metal railings, accessories, and other components.
- B. Perform cutting, drilling, and fitting required for installing metal railings.
 - 1. Fit exposed connections together to form tight, hairline joints.
 - 2. Install railings level, plumb, square, true to line; without distortion, warp, or rack.
 - 3. Set railings accurately in location, alignment, and elevation; measured from established lines and levels.
 - 4. Do not weld, cut, or abrade surfaces of metal railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 - 5. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).

6. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
 1. Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.2 METAL RAILING CONNECTIONS

- A. Nonwelded Connections:
 1. Use mechanical or adhesive joints for permanently connecting railing components.
 2. Use wood blocks and padding to prevent damage to railing members and fittings.
 3. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Expansion Joints: Install expansion joints at locations indicated, but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

3.3 METAL ANCHORING POSTS

- A. Anchor posts to metal surfaces with flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
 1. For aluminum railings, attach posts as indicated using fittings designed and engineered for this purpose.
 2. For stainless steel railings, weld flanges to posts and bolt to metal-supporting surfaces.

3.4 INSTALLATION OF GLASS BALUSTERS

- A. Structural Glass Railings:
 1. Install assembly to comply with railing manufacturer's written instructions.
 2. Erect glass railings under direct supervision of manufacturer's authorized technical personnel.
- B. Post-Supported Railings with Glass-Infill Panels:

1. Install assembly to comply with railing manufacturer's written instructions and with requirements in other Part 3 articles.
2. Erect posts and other metal railing components, and set factory-cut glass-infill panels.
3. Do not cut, drill, or alter glass-infill panels in field. Protect edges from damage.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports. Payment for these services will be made by Owner.
- B. Extent and Testing Methodology: Testing agency will randomly select completed railing assemblies for testing that are representative of different railing designs and conditions in the completed Work. Test railings in accordance with ASTM E894, ASTM E935, ASTM E2353, and ASTM E2358 for compliance with performance requirements.
- C. Remove and replace railings where test results indicate that they do not comply with specified requirements unless they can be repaired in a manner satisfactory to Architect and comply with specified requirements.
- D. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

3.6 CLEANING

- A. Clean aluminum and stainless steel by washing thoroughly with water and soap, rinsing with clean water, and wiping dry.
- B. Clean and polish glass as recommended in writing by manufacturer. Wash both exposed surfaces in each area of Project not more than four days before date scheduled for inspections that establish date of Substantial Completion.

3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

END OF SECTION

SECTION 07 92 02
JOINT SEALANTS – CONCRETE APPLICATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The Work of this Section includes:
 - 1. Cleaning and preparation of joint surfaces.
 - 2. Application of backing materials and sealant as scheduled at the end of this Section.
- B. Related Requirements:
 - 1. Section 03 01 30 – Patching of Cast-In-Place Concrete
 - 2. Section 03 30 00 - Cast-In-Place Concrete

1.03 REFERENCE

- A. Definitions:
 - 1. Exterior joints exposed to spaces that are not indicated to be heated and/or air-conditioned.
- B. Reference Standards: The publications listed below form a part of this Section to the extent referenced. The publications are referred to within the text by the basic designation only.
 - 1. ASTM International:
 - a. Standard Specification for Latex Sealants
 - b. Standard Specification for Elastomeric Joint Sealants (ASTM C-920-02).
 - c. Standard Guide for Use of Joint Sealants (ASTM C-1193-05).
 - d. Standard Specification for Solvent Release Sealants (ASTM C-1311-95). Standard Specification for Flexible Cellular Materials – Sponge or Expanded Rubber (ASTM D-1056-00).

1.04 SUBMITTALS

- A. General: Prepare, review, approve, and submit the following per the GENERAL REQUIREMENTS.
- B. Action Submittals:
 - 1. Product Data.
 - 2. Samples for Selection: The Sealant Manufacturer's full range of available standard colors for each sealant
 - 3. Samples for Verification: The selected colors for each sealant.
- C. Informational Submittals:
 - 1. Certificates: Provide certification required by QUALITY ASSURANCE below, before delivery of sealant materials to the Site.

2. Manufacturer's Instructions: Submit the Sealant Manufacturer's surface preparation and installation instructions.

1.05 QUALITY ASSURANCE

1. Certifications: Provide certification that the materials conform to the requirements of this Section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Site in original sealed containers marked with
 1. Supplier.
 2. Name of material.
 3. Specification number.
 4. Color.
 5. Expiration date.
 6. Curing time.
 7. Mixing instructions.
- B. Store and protect sealant materials per the Sealant Manufacturer's written instructions. Do not use outdated materials.
- C. Follow the Sealant Manufacturer's recommended special precautions where hazardous materials are involved.

1.07 PROJECT CONDITIONS

- A. Apply sealant within temperatures recommended by the Sealant Manufacturer. Consult with the Sealant Manufacturer when sealants cannot be applied within the recommended ranges.

1.08 WARRANTY

- A. Provide a Warranty, guaranteeing the Work of this Section to remain in a serviceable, watertight, elastic, adhesive condition, and to not stain or injure adjoining materials, for three years from date of final acceptance of the Project – and to repair any defects appearing within that period at no additional cost to the DISTRICT.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Sika Corporation (USA), Lyndhurst NJ (URL: www.sikausa.com, Voice: 800.933.7452).
- B. LymTal International Inc., Lake Orion, MI (URL: www.lymtal.com, Voice: 800.373.8100).

2.02 MANUFACTURED UNITS

- A. Sealant for horizontal Control Joints, Construction Joints, and Cracks: Polyurethane-based, multiple-component, moisture-curing, conforming to requirements of ASTM C-920, Type M, Class 25, Use NT, M, A, & O, non-staining, non-bleeding, plus-or-minus 50-percent joint movement.
 1. Iso-Flex 880GB Sealant by LymTal.
 2. Sikaflex-2C SL by Sika.

- B. Sealant for Vertical Joints and Cove Joints: Polyurethane-based, multiple-component, moisture-curing, conforming to requirements of ASTM C-920, Type M, Class 25, Use NT, M, A, & O, non-staining, non-bleeding, plus-or-minus 50-percent joint movement, in colors as selected by the DESIGN SUBCONTRACTOR from the Sealant Manufacturer's full range of standard colors.
 - 1. Iso-Flex 881 NS Sealant by LymTal.
 - 2. Sikaflex-2C-NS by Sika.

2.03 ACCESSORIES

- A. Primer (where required): Non-staining type recommended by the Sealant Manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by the Sealant Manufacturer, compatible with joint-forming materials.
- C. Joint Filler: Provide sealant backings of material and type that are non-staining, compatible with joint substrates, sealants, primers, and other joint fillers, and as recommended by the Sealant Manufacturer.
- D. Bond Breaker (as indicated on the Drawings and where required): Pressure-sensitive tape recommended by the Sealant Manufacturer to suit application

PART 3 EXECUTION

3.01 EXAMINATION

- A. Report defects in writing to the Design/Build Contractor and do not proceed until defects have been corrected. Commencement of the Work of this Section will constitute acceptance of the conditions of the substrate surfaces to which sealant is to be applied.
- B. Verify that joint dimensions, physical, and environmental conditions are acceptable to receive the Work of this Section.
- C. Verify that joint shaping materials and release tapes are compatible with sealant.
- D. Examine joint dimensions. Size materials to achieve required width/depth ratios

3.02 PREPARATION

- A. Clean, prepare, and size joints per the Sealant Manufacturer's instructions. Thoroughly clean joints, completely removing foreign matter such as old sealant, dust, paint (unless a permanent protective coating), oil, grease, waterproofing or water-repellant treatments, water, surface dirt, and frost – and other contaminants that might impair adhesion of sealant.
- B. Clean porous materials including concrete and masonry by brushing, grinding, blast cleaning, mechanical abrading, acid-washing, or a combination of these methods to provide a clean, sound substrate for optimum sealant adhesion.
 - 1. Admixtures in precast concrete can affect bond of sealant with concrete. Conduct adhesion test on joints to determine if grinding can be waived.
- C. If required, cut back surface of concrete to remove contaminants and expose a clean surface. Remove laitance from concrete by acid-washing, grinding, or mechanical abrading. Remove

oils by blast cleaning. Prior to application of primer or sealant, blow out joints with oil-free compressed air or vacuuming.

- D. Clean non-porous surfaces, such as metal glass, chemically or by other means acceptable to the Sealant Manufacturer and the manufacturer of the substrate.
- E. Remove temporary protective coatings on metallic surfaces using a solvent that leaves no residue. Wipe clean. Do not remove permanent coatings intended to remain.
- F. To allow sealants to perform properly, use joint filler to achieve required joint depth.
- G. Use bond breaker as indicated on the Drawings and where required.

3.03 INSTALLATION

- A. Perform the Work of this Section per ASTM C-1193 and the Sealant Manufacturer's instructions.
- B. Prior to the general commencement of the Work of this Section, install a 5-foot length of each type of sealant to the substrates for which it is intended. Allow to cure. Examine to determine whether proper adhesion has been obtained.
- C. Construct joint free of air pockets, embedded foreign matter, ridges and sags.
- D. Tool joints slightly concave.

END OF SECTION

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**SECTION 09 91 00
PAINTING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK

- A. The extent of painting work is shown on the drawings and specified herein to include, but not be limited to, the following:
 - 1. Paint concrete with breathable coating.

1.03 QUALITY ASSURANCE

- A. Paint Coordination:

Provide finish coats which are compatible with the prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates.

1.04 SUBMITTALS

- A. Manufacturer's Data:
 - 1. Submit manufacturer's technical information in standard printed published form, including performance criteria and application instructions for each material proposed for use.
 - 2. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.
- B. Samples:
 - 1. Submit samples of each color required, for Engineer's review.
 - 2. Color shall be as herein specified or as selected by the Owner and Engineer prior to the start of work.

1.05 OWNER'S INVENTORY

- A. Provide one gallon of each color used, to Owner, for maintenance purposes.

1.06 DELIVERY AND STORAGE

- A. Deliver all paint to site in manufacturer's sealed and labeled containers. Labels shall bear manufacturer's name, brand, type of paint, Federal spec. number (if applicable), color of paint, and instructions for reducing.
- B. Store materials and equipment in a designated storage space on the site. Keep storage space neat, clean and accessible at all times. Protect floors from paint spillage.

1.07 PROTECTION

- A. Place paint or solvent-soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.
- B. Provide foam type 2-1/2 gallon capacity fire extinguishers for each paint storage space.
- C. Protect the work of all other trades against damage, marking or injury by suitable covering during the progress of the painting and finishing work.

1.09 JOB CONDITIONS

- A. Examine all surfaces to receive coatings and report to the Engineer any condition which is not acceptable. Commencement of work and in any area constitutes acceptance of conditions and places the responsibility for a workmanlike job on this Section.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 95 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.

PART 2 - PRODUCTS**2.01 MATERIAL QUALITY**

- A. Provide only absolutely pure linseed oil, turpentine, shellac, and other like materials that are of the highest quality, with identifying labels intact and seals unbroken. Use no thinners other than those specified by the manufacturer.
- B. Use only primers and undercoaters that are suitable for each surface to be covered and that are compatible with the finish coat required.
- C. Use products of the same manufacturer for succeeding coats.
 - 1. Where shop primed materials are to be finish painted and/or prime coat materials are by a different manufacturer than the finish coat materials, confirm compatibility of the primers with the manufacturer of the finish coat paints.
 - 2. Where existing previously painted surfaces are to be finish painted, confirm compatibility of existing painted surfaces with the manufacturer of the succeeding new paints.
- D. All materials shall comply with Environmental Protection Agency Pt. 59, Subpt. D, Table 1 of Section 40CFR Parts 53-59, Volume 5, 2004 Edition.

2.03 CONCRETE COATINGS (BREATHABLE)

- A. The following materials are to be utilized on concrete surfaces

1. Primers/Fillers

- i. Sika Thorocoat -749 Block Filler as manufactured by Sika Corporation (800) 933-7452
- ii. Sikagard 552W Primer or SikaLatex R as manufactured by Sika Corporation (800) 933-7452

Top Coat/Finish Coat

- i. Sika Thorocoat -400 as manufactured by Sika Corporation (800) 933-7452
- ii. Sikagard 670W as manufactured by Sika Corporation (800) 933-7452

2.04 PAINT SYSTEMS

A. Provide the following paint systems for the various substrates, as indicated.

B. Concrete Coating:

1. 1st Coat - Primer (2.0-3.0 mils dft)
2. 2nd Coat – Top Coat (4.5-5.5 mils dft) Note: Multiple top coats may be required to achieve specified dft.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

A. General:

1. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
2. Clean surfaces to be completely dry prior to applying primers, paints or surface treatments. Remove oil and grease with clean cloths and cleaning solvents. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.
3. Before applying succeeding coats, primers and undercoats shall be completely integral and shall perform the function for which they are specified. Properly prepare and touch up all scratches, abrasions or other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be featheredged into adjacent coatings to produce a smooth and level surface.

C. Concrete/Masonry Materials:

Prepare surfaces of concrete and masonry to be painted by using approved cleaning solvents and high-pressure power washing with minimum pressures of 2,500 to 5,000 PSI at a flow of 4 to 14 gallons per minute in accordance with SSPC SP1 to thoroughly remove all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze, or provide sufficient bite on existing painted surfaces.

3.02 MATERIALS PREPARATION

A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.

- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials.

3.03 APPLICATION OF CONCRETE/MASONRY COATING

- A. Apply coating in accordance with manufacturer's printed instructions, employing technically trained personnel, using equipment specifically designed for this purpose.
- B. Apply coating in two applications with a fine texture to match approved sample.
- C. Minimum dry film thickness shall be 6.0-8.0 mils per coat.
- D. Finished work shall match approved samples; be uniform in sheen, color and texture and be free from defects detrimental to appearance or performance.
- E. Verify dry film thickness of completed surfacing system in the field, at random, using a Tooke Inspection Gauge. Minimum thickness shall be as specified excluding foundation or fill coats. Conduct tests in presence of Engineer or his representative.

3.04 CLEAN-UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

**SECTION 260100
COMMON WORK RESULTS FOR ELECTRICAL**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Common requirements for electrical installation.

1.2 SUBMITTALS

- A. N/A.

PART 2 - PRODUCTS

2.1 N/A.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with any applicable Owner Required Design Standards.
- B. Comply with NECA, NFPA, and OSHA requirements.
- C. All work shall be installed in a neat, workmanlike manner in accordance with ANSI/NECA 1 – 2010.
- D. All materials and equipment provided under this contract shall be new (except where otherwise noted) and shall be listed, labeled or certified by Underwriters Laboratories, Inc.
- E. All equipment of the same type and capacity shall be by the same manufacturer.
- F. Where any device or part of equipment is referred to in these specifications in the singular number (e.g., "the switch"), this reference shall be deemed to apply to as many such devices as are required to complete the installation as shown on the drawings.
- G. During construction the contractor shall at all times maintain electrical utilities of the building without interruption. Should it be necessary to interrupt any electrical service or utility, the contractor shall secure permission in writing from the Owner for such interruption at least seven days in advance. Any interruption shall be made with minimum amount of inconvenience to the Owner and any shut-down time shall have to be on a premium time basis and such time to be included in the contractor's bid. Arrange to provide and pay for temporary power source if required by project conditions.

- H. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounted items.
- I. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- J. Working clearance around equipment shall not be less than that specified in the N.E.C. for all voltages specified.
- K. The locations of switches, receptacles, lights, motors, etc. outlets shown are approximate. The contractor shall use good judgment in placing the preceding items to eliminate all interference with ducts, piping, etc. The contractor shall check all door swings so that light switches are not located behind doors. Relocate switches as required, with approval from the Design Professional. Owner may direct relocation of outlets before installation, up to five (5) feet from the position indicated on the Drawings, without additional cost.
- L. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity. Normal maintenance shall not require the removal of protective guards from adjacent equipment. Install equipment as close as practical to the locations shown on the Drawings.
 - 1. Where the Owner determines that the Contractor has installed equipment not conveniently accessible for operations and maintenance, the equipment shall be removed and reinstalled as directed at no additional cost to the Owner.
 - 2. "Conveniently Accessible" is defined as being capable of being reached without use of ladders, or without climbing or crawling over or under obstacles such as motors, pumps, belt guards, transformers, racks, piping, ductwork, raceways or similar.
- M. Right of Way: Give to piping systems installed at a required slope.
- N. Firestopping shall be applied to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of the assembly according to Division 07 and 09 Sections.
- O. Owner furnished equipment: Equipment furnished by the Owner shall be received, stored, uncrated, protected, and installed by the Contractor with all appurtenances required to place the equipment in operation, ready for use. The Contractor shall be responsible for the equipment as if he had purchased the equipment himself.

END OF SECTION 260100

SECTION 260101
ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of electrical items.
 - 2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Extend wiring and conduit as required.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- 1. Coordinate with contracting officer, who will establish special procedures for removal and salvage.

1.5 SUBMITTALS

- A. Schedule of Electrical Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of proposed dust- and noise-control temporary partitions and means of egress.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 6. Means of protection for items to remain and items in path of waste removal from building.

- B. Inventory: After electrical demolition is complete, submit a list of items that have been removed and salvaged.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning electrical demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site to comply with:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize electrical demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to electrical demolition area. Conduct electrical demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify contracting officer. Contracting officer will have hazardous materials removed under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Maintain fire-protection facilities in service during demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated electrical elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Contracting Officer. Contractor is responsible for all items, demolition and reinstallation whether shown on the drawings or not shown on the drawings.

3.2 UTILITY SERVICES AND ELECTRICAL SYSTEMS

- A. Existing Electrical Services/Systems: Maintain electrical services/systems indicated to remain and protect them against damage during selective demolition operations.

3.3 ELECTRICAL DEMOLITION, GENERAL

- A. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by electrical demolition operations. Return adjacent areas to condition existing before electrical demolition operations began.

END OF SECTION 260101

**SECTION 260126
TESTING OF ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general requirements for electrical field testing and inspecting. Detailed requirements are specified in each Section containing components that require testing. General requirements include the following:
 - 1. Suitability of test equipment.
 - 2. Calibration of test instruments.
 - 3. Coordination requirements for testing and inspecting.
 - 4. Reporting requirements for testing and inspecting.

PART 2 - NOT USED

PART 3 - EXECUTION

3.1 GENERAL TESTS AND INSPECTIONS

- A. If a group of tests are to be performed, prepare systems, equipment, and components for tests and inspections, and perform preliminary tests to ensure that systems, equipment, and components are ready for testing. Include the following minimum preparations as appropriate:
 - 1. Perform insulation-resistance tests.
 - 2. Perform continuity tests.
 - 3. Perform rotation test (for motors to be tested).
 - 4. Provide a stable source of single-phase, 208/120-V electrical power for test instrumentation at each test location.
- B. Test and Inspection Reports: In addition to requirements specified elsewhere, report the following:
 - 1. Manufacturer's written testing and inspecting instructions.
 - 2. Calibration and adjustment settings of adjustable and interchangeable devices involved in tests.
 - 3. Tabulation of expected measurement results made before measurements.
 - 4. Tabulation of "as-found" and "as-left" measurement and observation results.

END OF SECTION 260126

**SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Ground bonding common with lightning protection system.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Test wells.
 - 2. Ground rods.
 - 3. Ground rings.
 - 4. Grounding arrangements and connections for separately derived systems.
 - 5. Grounding for sensitive electronic equipment.
- B. Field quality-control/test reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 01 Section "Operation and Maintenance Data," include the following:
 - 1. Instructions for periodic testing and inspection of grounding features at test wells, ground rings, and grounding connections for separately derived systems based on NFPA 70B.
 - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.

- b. Include recommended testing intervals.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.
- C. Comply with NFPA 70.
- D. Comply with NFPA 99.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Tinned-copper wire or cable insulated for 600 V with green colored insulation, UL 44 or UL 83 listed, unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, provided with standard NEMA bolt hole sizing and spacing for the type of connectors to be used. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V, Lexan or PVC, impulse tested at 5000 V. Provide clear Lexan cover over connections.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.

- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solder-less compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m) in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
 - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank as part of duct-bank installation. Bury detectable warning tape approximately 6 inches (150 mm) above grounding conductors. Warning tape shall comply with Section 260553.
- C. Grounding Bus: Install in electrical rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus on insulated spacers 2 inches (50 mm) minimum from wall, 12 inches (300 mm) above finished floor unless otherwise indicated.
- D. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Exothermic welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Exothermic welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, non-shrink grout.

- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.
- D. Pad-Mounted Transformers and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2/0 for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 12 inches (300 mm) from the foundation.

3.3 UTILITY GROUNDING

- A. Provide grounding and bonding at Utility Company's metering equipment in accordance with Utility Company's requirements.

3.4 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
 - 1. Conduit shall not be used as the ground conductor.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.
 - 7. Armored cable runs.
 - 8. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- C. Cable trays shall be grounded and bonded in accordance with N.E.C. requirements.
- D. Metal Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- E. Outdoor metallic fences around electrical equipment shall be grounded.

3.5 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

1. Where ground conductors are subject to physical damage, install in raceway.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 12 inches (100 mm) below finished floor or final grade unless otherwise indicated.
 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- D. Test Wells: Ground rod driven through bottom of handhole. Handholes are specified in Division 26 Section "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches (300 mm) deep, with cover.
 1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- F. Grounding and Bonding for Piping:
 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
 4. Bond each portion of the medical gas piping system downstream from equipment shutoff valve.
- G. Bonding Interior Metal Ducts: Bond metal air ducts to equipment grounding conductors of associated fans, blowers, electric heaters, and air cleaners. Install tinned bonding jumper to bond across flexible duct connections to achieve continuity.
- H. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.

- I. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.
 - 1. Install tinned-copper conductor not less than No. 4/0 AWG for ground ring and for taps to building steel.
 - 2. Bury ground ring not less than 24 inches (600 mm) from building's foundation.
- J. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70; use a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG.
 - 1. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within base of foundation.
 - 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.
 - 3. UFER ground electrode shall be properly supported to insure proper placement while concrete is being poured, the conductor shall be supported every 30" or less and be properly tensioned to prevent sag.

3.6 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.

3.7 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
 - 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports, submit to Engineer.
- E. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and less: 10 ohms.
 - 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 - 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 - 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 1 ohm(s).
 - 5. Substations and Pad-Mounted Equipment: 5 ohms.
 - 6. Manhole Grounds: 10 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260544
SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
 - 2. Sleeve-seal systems.
 - 3. Sleeve-seal fittings.
 - 4. Grout.
 - 5. Silicone sealants.
- B. Related Requirements:
 - 1. Comply with Division 07 Sections for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

1.3 QUALITY ASSURANCE

- A. All products shall be UL labeled for their intended use.
- B. Comply with Fire Protection Standards.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SLEEVES

- A. Wall Sleeves:
 - 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.
- C. Sleeves for Rectangular Openings:
 - 1. Material: Galvanized sheet steel.
 - 2. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Pipeline Seal & Insulator, Inc. (Link Seal).
 - 2. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
 - 3. Pressure Plates: Stainless steel.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, water-stop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber water-stop collar with center opening to match piping OD.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Pipeline Seal & Insulator, Inc. (Link Seal).

2.4 GROUT

- A. Description: Non-shrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
 - 1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
 - 2. Sealant shall have VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Comply with NECA 1.
- B. Comply with NEMA VE 2 for cable tray and cable penetrations.
- C. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
 - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Division 07 Sections for joint sealants
 - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed [**or unless seismic criteria require different clearance**].
 - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. De-burr after cutting.
 - 5. Install sleeves for floor penetrations. Extend sleeves installed in floors 3 inches (75 mm) above finished floor level. Install sleeves during erection of floors.
- D. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
 - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- E. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- F. Aboveground, Exterior-Wall Penetrations: Seal penetrations using cast-iron pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

- G. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

3.2 SLEEVE-SEAL-SYSTEM INSTALLATION

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position water-stop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 260544

**SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for raceways.
 - 2. Identification of power and control cables.
 - 3. Identification for conductors.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Equipment identification labels.
 - 8. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Provide scaled electronic .pdf proofs of all Equipment Identification Labels for review prior to processing and application.
 - 1. Manufacturer provided Equipment Identification Labels shall not be used.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with NFPA 99.
- D. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- E. Comply with ANSI Z535.4 for safety signs and labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

PART 2 - PRODUCTS

2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at more than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch-(75-mm-) high letters.
- C. Colors for Raceways Carrying Circuits at 600 V or Less and conduits larger than two inches:
 - 1. Black letters on a white field.
 - 2. Legend: Indicate voltage and system or service type.
- D. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less and conduits larger than two inches: Slit, pre-tensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Colors for Raceways Carrying Circuits at 600 V or Less and conduits two inches and less:
 - 1. Comply with Section 260533.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tapes not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.

- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags: Polyester tag, 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Machine-printed, permanent, waterproof, black ink marker recommended by printer manufacturer.

2.4 FLOOR MARKING TAPE

- A. 2-inch- (50-mm-) wide, 5-mil (0.125-mm) pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
 - 4. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed on one side with the inscription of the utility, compounded for direct-burial service.
 - 5. Overall Thickness: 5 mils (0.125 mm).
 - 6. Foil Core Thickness: 0.35 mils (0.00889 mm).
 - 7. Weight: 28 lb/1000 sq. ft. (13.7 kg/100 sq. m).
 - 8. 3-Inch (75-mm) Tensile According to ASTM D 882: 70 lbf (311.3 N), and 4600 psi (31.7 MPa).
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
 - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.6 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Baked-Enamel Warning Signs:

1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 7 by 10 inches (180 by 250 mm).

C. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, non-fading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

D. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 48 INCHES (1220 MM)."
3. Flash Protection Field Marking: All panelboards, switchgear, switchboards, panelboards motor control centers, motor control panels and electrical control panels shall be provided with a black on yellow warning sign per ANSI Z535.4 and ISO 3864. The sign shall read: "DANGER! ARC FLASH and SHOCK HAZARD. FOLLOW ALL REQUIREMENTS IN NFPA70E FOR SAFE WORK PRACTICES and PERSONAL PROTECTIVE EQUIPMENT." The sign shall be prominently mounted on the front of the equipment and readily visible. If the equipment has multiple removable front covers, a sign shall be mounted on each cover. For flush mounted panelboards in finished spaces, the sign shall be mounted on the inside of the door or inside cover. Manufacturers' standard labels are not acceptable.

2.7 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch (1.6 mm) thick for signs up to 20 sq. inches (129 sq. cm) and 1/8 inch (3.2 mm) thick for larger sizes.
1. Engraved legend with black letters on white face.
 2. Punched or drilled for mechanical fasteners.
 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch (10 mm). Overlay shall provide a weatherproof and UV-resistant seal for label.

2.8 EQUIPMENT IDENTIFICATION NAMEPLATES

- A. Engraved, Laminated Acrylic or Melamine Nameplate: Minimum letter height shall be as indicated on drawing details. Refer to Drawings for Nameplate Details.
- B. Fasteners for nameplates: stainless steel screws that do not change the NEMA or NRTL rating of the enclosure, adhesive labels shall not be used.

2.9 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways Larger than Two Inches: Each color-coding band shall completely encircle conduit. Locate bands at changes in direction, at penetrations of walls and floors, at 30-foot maximum intervals in straight runs, and within six inches of pull or junction boxes.
- F. System Identification Labels for Raceways carrying circuits above 600V: Locate labels at changes in direction, at penetrations of walls and floors, at 30-foot maximum intervals in straight runs, and within six inches of pull or junction boxes.
- G. System Identification Labels for Raceways carrying circuits 600V and less: Locate labels at changes in direction, at penetrations of walls and floors, at 30-foot maximum intervals in straight runs, and within six inches of pull or junction boxes.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 18 inches overall. Comply with Section 260543.
- I. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend, system voltage, and panel/circuit number.

- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder, and branch-circuit conductors.
 - a. Color shall be factory applied.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Colors for 120 V circuits fed from Isolation Transformers:
 - 1) Isolated Conductor #1: Orange with at least one distinctive colored stripe other than white, green or gray.
 - 2) Isolated Conductor #2: Brown with at least one distinctive colored stripe other than white, green or gray.
 - e. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
 - f. For new work in existing buildings, the existing identification method shall be used for new conductors provided it meets all requirements of this Section and the NEC.
- C. Install instructional sign including the color code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Emergency Sources: A sign shall be placed at the service entrance equipment indicating the type and location of on-site emergency power sources per NEC Art. 700.
- E. Elevator Disconnects: Provide "Fed From" signs indicating the location of the supply side OCPD for each elevator power source.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
1. Install underground-line warning tape for both direct-buried cables and cables in raceway.

- I. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- J. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs or Metal-backed, butyrate warning signs.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 - c. Other equipment as indicated on the Drawings.
- K. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- L. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch- (10-mm-) high letters for emergency instructions at equipment used for power transfer and load shedding.
- M. Equipment Identification Nameplates: On each unit of equipment, install unique designation nameplate that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply nameplates to Switchgears, Switchboards, Distribution Panels, Panelboards, Motor Control Centers, Transformers, Individual Starters, Contactors, Disconnect Switches, Transfer Switches, Control Panels and Similar Equipment. Systems include power, lighting, and control systems unless equipment is provided with its own identification.
 - 1. Refer to Drawing Details for Equipment Identification Nameplate requirements.
 - 2. Colors for equipment nameplates:
 - a. NORMAL power system: black letters on white background.
 - b. CRITICAL BRANCH power system: white letters on red background.
 - c. LIFE SAFETY power system: white letters on red background.
 - d. EQUIPMENT EMERGENCY power system: white letters on red background.
 - 3. Labeling Instructions:
 - a. Identify the piece of equipment, the source, voltage characteristics, and the load served
 - b. Indoor Equipment: Engraved, laminated acrylic or melamine nameplate. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.
 - c. Outdoor Equipment: Engraved, laminated acrylic or melamine nameplate. Unless otherwise indicated, provide a single line of text with one-inch- (26-mm-) high letters on 3-inch- (76-mm-) high label; where two lines of text are required, use labels 4 inches (100 mm) high.
 - d. Elevated Components: Increase sizes of nameplates and letters to those appropriate for viewing from the floor.
 - e. Fasten nameplates with appropriate stainless steel screws that do not change the NEMA or NRTL rating of the enclosure. Stick-on or adhesives are not acceptable

unless the NEMA enclosure rating is compromised, then only epoxy adhesive shall be used to attach nameplates.

END OF SECTION 260553

**SECTION 32 13 00
RIGID PAVING****PART 1 - GENERAL****1.1 SUMMARY OF WORK**

- A. This section includes the following:
 - 1. Concrete sidewalks, curbs, gutters and streets.
 - 2. Reinforcement.
 - 3. Surface Finish.
 - 4. Curing.
 - 5. Joints.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, and other Division 1 Specification Sections, apply to Work of this section and all sections in the Project Manual whether or not specifically indicated.
- B. Section 31 23 05 – Excavation and Fill

1.3 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. 301 – Specification for Structure Concrete for Buildings
- B. American Society for Testing and Materials (ASTM)
 - 1. A185 – Welded Steel Fire Fabric for Concrete Reinforcement.
 - 2. A497 – Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
 - 3. C33 – Concrete Aggregates
 - 4. C94 – Ready Mixed Concrete
 - 5. C150 – Portland Cement
 - 6. C260 – Air-Entraining Admixtures for Concrete.
 - 7. C309 – Liquid Membrane-Forming Compounds for Curing Concrete
 - 8. C494 – Chemical Admixtures for Concrete
 - 9. D1751 – Preformed Expansion Joint Fillers for Concrete Paving and Structural

Construction.

10. D1752 – Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

C. Federal Specifications (FS)

1. TT-C-800 – Curing Compound, Concrete, for New and Existing Surfaces.

D. Latest edition of State of Ohio Department of Transportation (ODOT) Construction and Material Specifications (CMS).

1. The terms “Engineer,” “Director,” “City,” and other similar terms shall be interpreted as the Owner.
2. In the event of any conflicts between ODOT CMS and these specifications, the most stringent shall apply.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 requirements.
- B. Include data on joint filler, admixtures, curing compounds.
- C. Submit manufacturer’s instructions.
- D. Submit concrete break reports as required for material testing.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout.
- C. Testing and analysis will be performed as required by the Project Documents.
- D. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of work.
- E. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
- F. Field Reference Samples:
 1. Provide field constructed samples as identified and specified in this Section.
 2. Owner accepted samples will be used as quality control reference for remainder of Work and will be considered minimum quality standards.
 3. An Owner accepted field reference sample may be integrated into Work.

4. If not integrated into Work, retain accepted samples in-place on site until related Work is completed and accepted.
 - a. Minimum 10-foot long sections of specified walk construction.
 - b. Minimum 10-foot long section of required curb and gutter section including at least one expansion joint, one control joint and radius section.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: ASTM C150-86, Type II Portland type, gray color.
- B. Fine and Coarse Aggregate: ASTM C33-86; ODOT Item 703.02
- C. Water: Potable

2.2 FORM MATERIALS

- A. Conform to ACI 301.
- B. Metal Forms: Free of deformities, furnished in maximum practical lengths.
- C. Wood forms: Good grade lumber, sound and free of warp, minimum 2 inch nominal thickness except when extremely short radii of curves require thinner forms.
- D. Joint Filler: AASHTO M153 or AASHTO M215 and ODOT Item 705.03.

2.3 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615; 60ksi yield gauge.
- B. Welded Steel Wire Fabric: Plain type, ANSI/ASTM A175; in flat sheets.
- C. Tie Wire: Annealed steel, minimum 16 gauge.
- D. Dowels: ASTM A615; 40 ksi yield gauge, plain steel, epoxy coated finished.
- E. Synthetic Fiber Reinforcement: ASTM C1116-97 and ASTM C1018-97. Acceptable products include, but are not limited:
 1. Nycon Nylon Fibers
 2. Forta Nylo-Mono Nylon Fibers
 3. Fibermesh Fibermix Stealth Polypropylene Fibers
 4. Grace Polypropylene Fibers
 5. Forta Might-Mono Polypropylene Fibers
- F. Synthetic fiber reinforcement shall be used in strict accordance with the manufacturer's

recommendations. Dosage rate shall be as recommended by the manufacturer, but not less than 1 pound per cubic yard.

2.4 ACCESSORIES

- A. Curing Compound: Comply with ASTM C309-98a, Type 1, Class B (clear), except moisture loss not to exceed 0.40 kg/sq. mi. in 72 hours. Compound shall comply with EPA's VOC requirements. Apply at the manufacturer's written recommended application rate.
- B. Sealer: Clear membrane-forming compound which will not yellow. Must be formulated for the intended application, either interior or exterior and applied per the manufacturer's written recommendations. Must comply with EPA's VOC requirements and be compatible with the curing compound used.
- C. Penetrating Sealer: Acceptable products include, but are not limited to:
 - 1. Pentane 40 by L&M
 - 2. BSM 40 by HULS America Inc.
 - 3. Consolideck H40 by ProSoCo
 - 4. Isoflex 618 by Harry S. Peterson
 - 5. Silane 40% by Simmons
 - 6. R242 by Rescon
 - 7. Masterseal SL (40% solids) by Master Builders
 - 8. Hydrozo Silane 40 or Enviroseal 40 by Harris Specialty Chemicals, Inc.
- D. Backer Rod: Closed cell foam rod compatible with furnished sealant. Rod diameter must be a minimum of 1/8 inch larger diameter of width of joint being sealed.

2.5 ADMIXTURES

- A. Air Entrainment: ASTM C260-86
- B. Chemical Admixture: ASTM C494-86, Type A or D – water reducing, Type C or E – accelerating.

2.6 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C 94.
- B. Provide concrete for the following characteristics: Compressive Strength at 28 days: 4000 psi.
- C. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- D. Use set-retarding admixtures during hot weather only when approved by Engineer.
- E. Add air entraining agent to concrete mix for concrete work exposed to exterior.

PART 3 - EXECUTION**3.1 INSPECTION**

- A. Verify compacted subgrade or granular base stabilized soil is ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.
- C. Beginning of installation means acceptance of existing subgrade.
- D. Proofroll existing subgrade prior to base placement in accordance with the Contract Documents.
- E. Any soft or unstable soil observed during proofrolling shall be stabilized as recommended by the Testing Agency in accordance with the Contract Documents.

3.2 REINFORCEMENT

- A. Place reinforcement at mid-height of slabs on grade.
- B. Interrupt reinforcement of expansion joints.
- C. Place reinforcement to achieve slab and curb alignment as detailed.
- D. Provide dowelled joints at interruptions of concrete in accordance with the drawings.

3.3 FORMED JOINTS

- A. Place contraction joints at (10) foot intervals, or as noted on the drawings, to current elevation and profile. Align curb, gutter and sidewalk joints unless otherwise noted in drawings.
- B. Place joint filler between paving components and building other appurtenances.
- C. Provide scored joints at five (5) foot intervals, of the sidewalk unless otherwise noted on drawings.

3.4 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 and ODOT Item 451.
- B. Hot Weather Placement: ACI 305 and ODOT Item 451.
- C. Cold Weather Placement: ACI 306 and ODOT Item 451.
- D. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.
- E. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Excavate, shape and compact subgrade for suitable bearing surface. Remove unacceptable material. Remove all roots occurring within 12 in. of nearest concrete surface. Fill depressions with acceptable material and compact.

- G. Place, shape and compact aggregate base to required section and grade. Provide 6" minimum base course unless indicated otherwise.
- H. Provide suitable forms of metal, wood or as approved to contain concrete to indicated line, grade and shape until set. Provide face forms for curb and other sections free of defects and conforming to indicated shapes. Provide side forms to full depth of concrete. Use approved flexible forms or curved forms of proper radius on curves having a radius of 150 ft. or less.
- I. Coat all forms with foam treating material prior to placing concrete to prevent concrete damage during form removal.
- J. Concrete mixing: ACI 301, Chapter 7, ready-mixed unless permission is given to site mix.
- K. Place contraction and expansion joints as indicated on drawings and as specified.
- L. Immediately before concrete placement, thoroughly wet all moisture absorbing material that will be in contact with the concrete. Standing water not permitted.
- M. Place concrete in forms without segregation. Vibrate or hand tamp to remove voids.
- N. Do not place concrete on frozen ground.
- O. Place backfill using required material as soon as possible without damaging concrete.
- P. Repair or remove and replace damaged concrete as directed. Conform to ACI 301, Chapter 9.
- Q. Curing: ACI 301, Chapter 12. Use waterproof sheet materials or liquid membrane.
- R. Place expansion joints as indicated on drawings. In addition, place where concrete surrounds or adjoins any existing fixed object such as fire hydrants, columns, building foundations and other rigid structures.
- S. Maximum allowable deviation of formed edges from indicated location: ½ inch. Maximum allowable deviation of surface 1/8 inch when checked with a 10 foot straight edge. Remove to nearest joint and replace any walk or slab exceeding stated deviations.
- T. Slope walks and slabs away from buildings as indicated but not less than 1/8 inch per foot. Maintain design drainage grades to avoid low spots trapping water.
- U. Refer to landscape drawings and specifications for concrete finishes. Where none are noted, after water sheen has disappeared, lightly brush surface to a uniform texture unless otherwise indicated or directed. Edge joints to provide a smooth border around each panel.
- V. Appearance: Take special precautions in material sources, mixing, delivery and placement of walks to ensure uniform appearance and coloration throughout the entire walkway. Variations in coloration, texture and finish of any given type of walkway will be unacceptable.
- W. Do not remove forms for minimum of 12 hours after finishing.
- X. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.5 FINISHING

- A. Finish concrete as described below, unless specified otherwise in the drawings.
 - 1. Sidewalk Paving: Light broom, radiused and smooth trowel joint edges (2") on each panel.
 - 2. Curbs and Gutters: Light broom.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required in the Project Documents.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.
- C. Any areas of pavement not conforming to the project specifications shall be removed and replaced at no additional cost to the Owner.

3.7 PROTECTION

- A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures and mechanical injury.

END OF SECTION

SECTION 33 05 13
PRE-CAST MANHOLES, STRUCTURES AND CASTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope
 - 1. This section specifies the following:
 - a. Precast concrete storm manhole, catch basin, and inlet structures.
 - b. Precast concrete underground utility trench system.
 - c. Precast concrete sanitary drainage structures.
- B. Coordination (Not Used)
- C. Related Sections (Not Used)

1.2 REFERENCES

- A. This section contains references to the following documents. They are a part of this section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this section as if referenced directly. In the event of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.
- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid (or on the effective date of the Agreement if there were no Bids). If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.
- C. Where a conflict arises between the following reference sections and ODOT/ specifications the requirements of ODOT take precedence.

Reference	Title
ASTM A-48 / A-48M-03	Standard Specification for Gray Iron Castings
ASTM A-185-97	Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A-615 / A-615M-07	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C-55-06	Standard Specification for Concrete Building Brick
ASTM C-139-05	Standard Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes
ASTM C-443-05a	Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
ASTM C-476-02	Standard Specification for Grout for Masonry
ASTM C-478-07	Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM C857-07	Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
ASTM C858-07	Specifications for Underground Precast Concrete Utility Structures
ASTM C-1224	Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test Prior to Backfill
ODOT CMS 2019	State of Ohio Department of Transportation (ODOT Construction and Material Specifications
ACI-318	Building Code Requirements for Structural Concrete and Commentary on Building Code Requirements in Structural Concrete
	Village of Cuyahoga Heights Standards

1.3 QUALITY ASSURANCE (NOT USED)

1.4 SUBMITTALS

- A. Shop drawing of structure showing rim, invert, wall thickness, frame and grate type and reinforcing at a minimum.

1.5 WARRANTY

- A. General Warranty – Refer to General Conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Concrete

1. Provide concrete for Work included in this Section as specified in Section 03 30 00, Cast-In-Place Concrete, but in no case provide concrete strength less than 4,000 PSI at 28 days.
- B. Reinforcing
1. Reinforcing Bars: Deformed type conforming to ASTM A-615 / A-615M, Grade 60; shop fabricated, of size, cross section and arrangement as indicated on the Drawings.
 2. Welded Wire Fabric: ASTM A-185, size as shown on the Drawings.
- C. Precast Concrete Sewer Manholes / Catch Basins / Electric Vaults
1. Precast Concrete Manholes/Vaults: ASTM C-478, cones and sections free from fractures, large or deep cracks and surface roughness; slabs sound and free from gravel pockets. Include neoprene boots.
 2. Neoprene Boots: ASTM C-443 for sanitary sewers and ASTM C-478 for storm sewers.
 3. Vaults and manholes shall be traffic bearing unless otherwise noted on the plans - HS-20 load rated and watertight.
 4. Castings
 - a. Frame, Cover, Grating and Step Castings: ASTM A-48 / A-48M.
 - b. All manhole frames and covers, unless otherwise noted, shall be heavy duty cast iron, with vented covers having minimum four one-inch diameter vent holes. All castings shall be HS-20 load rated.
 - c. Acceptable castings products are East Jordan Iron Works, Neenah or approved equal.
 - d. Storm/Sanitary Manhole castings shall be for vented cover with vent holes EJIW 1700, Neenah R-1729 or equal.
 - e. Storm Manhole castings for open grate shall be EJIW 1700 Type M, Neenah R-2650 or equal
 - f. Curb Inlets casting shall be EJIW 7035-Z1, M6, T6, Neenah R-3246-CL or equal.
 - g. ODOT 2-2B catch basin casting shall be EJIW 5110 Type M3, Neenah R-4899 with Type S cover or equal.
 - h. Electrical/Telecommunications Manhole castings shall be EJIW 1585, watertight.
 - i. The letters, "Electric" or "Telephone "CONFINED SPACE", of size and letter type acceptable to the OWNER, shall be cast into each manhole lid.
- D. Underground utility trench system
1. The trench system will consist of precast concrete U-shaped bases and removable covers and installed in earth trenches with covers extending above the surrounding crushed rock surface.
 2. All sections of trench designated for road crossing use will be designed to carry HS20, 32,000 pound axle loading and will be furnished in standard 10 foot lengths, except that special lengths will be furnished where required by the layout on the drawings.
 3. The lids for the road crossing trench will be made of FRP Monolithic Composite designed to carry HS20, 32,000 pound axle loading.
 4. The interior clear cross sectional area for the road crossing bases will be at least 96" wide x 24" deep.
 5. The precast trench system shall be designed and constructed so that supplemental support such as protection rods or cross supports are not required.

E. Trench Drains

1. All trench drains shall be chemically resistant and shall include a ductile iron grate.
2. Acceptable trench drain products include Chemdrain CS300K by ACO USA, Polydrain PDX by ABT Inc, Polycast Series by Hubbell Power Systems, Inc., or equal as approved by the owner.
3. All trench drains/castings shall be HS-20 load rated.

F. CLEANOUTS

1. Acceptable site cleanout castings products are as follows:
 - a. East Jordan Iron Works model number 6308
 - b. Neenah model number R-4055-8
 - c. Or approved equal.
2. Acceptable dewatering pump well cleanout castings are as follows:
 - a. East Jordan Iron Works model number 1566
 - b. Or approved equal.

G. Access Vault

1. Hatch shall be equivalent of Bilco Double Leaf Access Door (Type JD-AL) with frame opening length and width as noted on the drawings.
2. Grating and Step Castings: ASTM A-48 / A-48M.
3. Vaults shall be water tight with epoxy grout seal at all vault penetrations.

H. Monitoring Well

1. Vaults and manholes shall be traffic bearing - HS-20 load rated
2. Vaults for dewatering wells shall be water tight with epoxy grout seal at all vault penetrations.
3. Acceptable Monitoring Well castings products are as follows:
 - a. Universal model 65-1212-WC
 - b. Morrison Brothers Company model 418XA-0400
 - c. PEMCO model 10312X12
 - d. Or approved equal.
4. Casting shall be HS-20 load rated, 12-inch diameter flush mount with a cast iron ring and cover with Monitoring Well markings cast into it. Cover shall be secured with two (2) stainless steel bolts.
5. Casting shall have a 13-inch minimum skirt length constructed of galvanized steel. Casting shall also have a machine fitted Buna-N O-Ring
6. Contractor must provide a well identification plate permanently secured to the top of the monitoring well cover plate.

I. Groundwater dewatering pump vault

1. Vaults shall be traffic bearing - H-20 load rated

2. Frame, Cover, Grating and Step Castings: ASTM A-48 / A-48M.
3. Vaults shall be water tight with epoxy grout seal at all vault penetrations.

2.2 INSTALLATION

- A. Structures shall be installed per the standard construction details as shown in the plan sheets on a compacted subgrade with a 6-inch minimum aggregate base.

2.3 FIELD TESTING

- A. All manholes shall be vacuumed tested per ASTM C-1224.

END OF SECTION