

PROJECT MANUAL

240003

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street
Chillicothe, OH 45601

Owner:

Ross County Board of Commissioners

Dwight Garret, President

James E. Lowe, Commissioner

Jack Everson, Commissioner

Ross County Sheriff's Office

George W. Lavender Jr. Sheriff

T.J. Hollis, Chief Deputy

Maj. Paul Arledge, Jail Administrator

Volume 1 of 1

Issued for: **Bidding**

Issue Date: **01-NOV-24**

PROJECT MANUAL

Dynotec Project No. 240004

ROSS COUNTY JAIL CELL ALTERATIONS

**28 N. Paint Street
Chillicothe, OH 45601**

Prepared for:

ROSS COUNTY BOARD OF COMMISSIONERS

**2 N. PAINT STREET
CHILLICOTHE, OH 45601**

Prepared By:

Architect:



2931 E. Dublin-Granville Road, Suite 200
Columbus, OH 43231
Phone: 614.880.7320
Website: www.dynotecinc.com

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 0

Procurement and Contract Requirements



This page intentionally left blank

SECTION 00 01 10

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

00 01 10 - Table of Contents
00 11 13 - Advertisement for Bids
00 21 13 - Instructions to Bidders
00 41 00 - Bid Form
00 43 13 - Bid Gurarnty and Contract Bond
00 43 25 - Substitution Request Form - During Procurement
00 43 28 - Tax Rebate Form
00 43 43 - Prevailing Wages
00 45 13 - Bidder Qualification Form
00 45 46 - Contractor's Property Tax Affidavit
00 52 00 - Agreement Form
00 60 00 - Project Forms
00 71 00 - Contracting Definitions
00 72 00 - General Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

01 10 00 - Summary
01 23 00 - Alternates
01 26 00 - Contract Modification Procedures
01 29 00 - Payment Procedures
01 31 00 - Project Management and Coordination
01 32 00 - Construction Progress Documentation

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- 01 33 00 - Submittal Procedures
- 01 35 13.16 - Special Project Procedures for Detention Facilities
- 01 40 00 - Quality Requirements
- 01 42 00 - References
- 01 42 16 - Definitions
- 01 50 00 - Temporary Facilities and Controls
- 01 57 19 - Temporary Environmental Controls
- 01 60 00 - Product Requirements
- 01 73 00 - Execution
- 01 73 29 - Cutting and Patching
- 01 77 00 - Closeout Procedures
- 01 78 23 - Operation and Maintenance Data
- 01 78 39 - Project Record Documents
- 01 79 00 - Demonstration and Training

2.02 DIVISION 02 -- EXISTING CONDITIONS

- 02 41 00 - Demolition

2.03 DIVISION 03 -- CONCRETE (NOT USED)

2.04 DIVISION 04 -- MASONRY (NOT USED)

2.05 DIVISION 05 -- METALS

- 05 50 00 - Metal Fabrications

2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES (NOT USED)

2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 92 00 - Joint Sealants

2.08 DIVISION 08 -- OPENINGS (NOT USED)

2.09 DIVISION 09 -- FINISHES

- 09 91 23 - Interior Painting

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

09 96 00 - High-Performance Coatings

- 2.10 DIVISION 10 -- SPECIALTIES (NOT USED)
- 2.11 DIVISION 11 -- EQUIPMENT (NOT USED)
- 2.12 DIVISION 12 -- FURNISHINGS (NOT USED)
- 2.13 DIVISION 13 -- SPECIAL CONSTRUCTION (NOT USED)
- 2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)
- 2.15 DIVISION 21 -- FIRE SUPPRESSION (NOT USED)
- 2.16 DIVISION 22 -- PLUMBING (NOT USED)
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) (NOT USED)
- 2.18 DIVISION 25 -- INTEGRATED AUTOMATION (NOT USED)
- 2.19 DIVISION 26 -- ELECTRICAL (NOT USED)
- 2.20 DIVISION 27 -- COMMUNICATIONS (NOT USED)
- 2.21 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)
- 2.22 DIVISION 31 -- EARTHWORK (NOT USED)
- 2.23 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)
- 2.24 DIVISION 33 -- UTILITIES (NOT USED)
- 2.25 DIVISION 34 -- TRANSPORTATION (NOT USED)
- 2.26 DIVISION 40 -- PROCESS INTEGRATION (NOT USED)
- 2.27 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT

END OF SECTION 00 01 10

This page intentionally left blank

Public Notice
To be advertised on November 1, 2024 and November 8, 2024

Sealed bids will be received by the Board of Commissioners of Ross County as provided in this notice for the **Ross County Jail Cell Alteration Project**. Questions may be directed to and electronic copies of the Contract Documents, which include additional details, are on file and available by contacting Bradford M. Cosenza, County Administrator at bradcosenza@rosscountyohio.gov.

Bids shall be enclosed in a sealed envelope addressed to Board of Commissioners of Ross County, ATTN: Bradford M. Cosenza, County Administrator, 2 North Paint Street, Suite H, Chillicothe, Ohio 45601, and plainly marked on the outside **Ross County Jail Cell Alteration Project Bid**. Bids will be received until **12:00 p.m.**, local time **Monday, November 18, 2024** and will be opened and publicly read aloud at the Board of Commissioners meeting at 12:00pm, located at 2 North Paint Street, Suite H, Chillicothe, Ohio 45601.

A pre-bid conference will be held on **November 6, 2024, at 3:00 p.m.** at the Ross County Law Enforcement Center located at 28 North Paint Street, Chillicothe, Ohio 45601. Please gather in the lobby prior to commencement.

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the Board reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

This page intentionally left blank

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

A.	BIDDER'S PLEDGE AND AGREEMENT	2
B.	EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA.....	2
C.	PROJECT	3
D.	WORK	3
E.	ESTIMATE OF COST.....	3
F.	CONTRACT DOCUMENTS AND PRE-BID MEETING	4
G.	PREPARATION OF BIDS.....	4
H.	METHOD OF AWARD.....	6
I.	EXECUTION OF CONTRACT	9
J.	SUBSTITUTIONS/NON-SPECIFIED PRODUCTS	9
K.	ALTERNATES.....	10
L.	UNIT PRICES.....	11
M.	ADDENDA.....	11
N.	INTERPRETATION	12
O.	STATE SALES AND USE TAXES	12
P.	DATE FOR SUBSTANTIAL COMPLETION/ DATE FOR FINAL COMPLETION /LIQUIDATED DAMAGES	12
Q.	OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES	122
R.	MODIFICATION/WITHDRAWAL OF BIDS	12
S.	COMPLIANCE WITH APPLICABLE LAWS	13
T.	FINDINGS FOR RECOVERY	13
U.	PREVAILING WAGES.....	14

This page intentionally left blank

A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
 - (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or

- (b) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. PROJECT

1. The Project is the Ross County Jail Cell Alteration Project ("the Project"). The Project and Work for the Project consists of the removal of CMU blocks and installation of steel panels into cells with exterior walls, at the Ross County Law Enforcement Center located at 28 North Paint Street, Chillicothe, Ohio 45601, in accordance with the Drawings and Specifications prepared by the Design Professional.
2. The Design Professional for the Project is:

Dynotec, Inc.
2931 E. Dublin Granville Road, Suite 200
Columbus, Ohio 43231
Design Professional Representative: T. Victor Williamson, NCARB, DBIA
Email: vwilliamson@dynotecinc.com

D. WORK

1. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.
2. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.
3. Owner may provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations and Owner's policies relative to excavation and utility locates. Bidders must follow COVID-19 safety protocols required by law or requested by the Owner. Bidders may visit the site by contacting Bradford M. Cosenza, County Administrator, to set an appointment at bradcosenza@rosscountyohio.gov.

E. ESTIMATE OF COST

The total estimated construction cost for the base bid is **\$1,490,900**.

The Bidder's base bid shall include the following allowances: None

The total estimated construction cost of each Alternate for the Project per Section 012300, is as follows:

Alternate Description		Add or Deduct	Estimated Cost
1	Delete work on first floor	Deduct	\$391,808

F. CONTRACT DOCUMENTS AND PRE-BID MEETING

1. The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.
2. Electronic copies of the Contract Documents will be available by request from Bradford M. Cosenza, County Administrator at bradcosenza@rosscountyohio.gov.
3. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
4. The Owner or the Design Professional, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. A pre-bid conference will be held on **November 6, 2024 at 3:00 p.m.** at the Ross County Law Enforcement Center located 28 North Paint Street, Chillicothe, Ohio 45601. Please gather in the lobby prior to commencement.

Attendance is highly recommended. The Owner shall not be held liable if a bidder is unable to attend due to technical or other issues or obstructions.

G. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.
4. Each Bidder shall submit **1 original and 1 copy** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Bids shall be enclosed in a sealed opaque envelope with the Bidder's name, plainly marked on the outside "**ROSS COUNTY JAIL CELL ALTERATION PROJECT BID**," and addressed as follows:

Board of Commissioners of Ross County
ATTN: Bradford M. Cosenza, County Administrator
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

Bids must be received at the location designated above before **12:00 P.M., local time November 18, 2024.**

Respondents are responsible for confirming current operating hours.

A public bid opening will take place immediately after the time for submitting bids is expired. Bidders may attend at the Board of Commissioners of Ross County, 2 North Paint Street, Suite H, Chillicothe, Ohio 45601.

The Owner shall not be held liable if a bidder is unable to attend due to technical or other issues or obstructions.

6. **The completed Bid Form shall be accompanied by the following completed documents:**

Bid Guaranty and if applicable, Contract Bond (See Paragraph G.8 below.)

Contractor's Qualification Statement (See Paragraph H.4 below.)

7. The Bidder shall take the following precautions in preparing its bid:

- a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph G.6 above) have been included in a sealed opaque envelope addressed as described in item Paragraph G.5 above.
- b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents and as described in Paragraph L.1 below.
- d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
- e. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph G.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid plus the amount of all add alternates included in the bid. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

- a. **Bid Guaranty:** Bidder shall furnish a Bid Guaranty, in the form prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Base Bid plus the amount of all Add Alternates included in the Bidder's bid, in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the

total of all sums bid, including all add alternatives, but excluding all deduct alternatives.
NOTE: AIA or EJCDC Bid Bond forms are not acceptable.

- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA or EJCDC Bond forms are not acceptable.
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion
- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- g. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

H. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- 2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- 3. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the bidder submitting the lowest and best bid that is responsive to the bidding requirements, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best bid include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
 - a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates

or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects.
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- h. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- i. The Owner's prior experience with the Bidder's surety.
- j. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- l. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- m. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.

- n. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. **Qualifications Statement.** Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Design Professional promptly with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within 24 hours of the date on the request.
5. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.
6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, whether or not proven, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
7. **After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder so requested must submit the following:**
- a. **SUBCONTRACTORS:** For all subcontracts with an estimated value of at least \$20,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:
- Project Owner
 - Project Name
 - Subcontract Scope
 - Subcontract Value
 - Owner's contact name and phone number.

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the information pertaining to each proposed Subcontractor, shall be used in the Owner's determination of the lowest and best bid.

Once a Bidder identifies its proposed Subcontractors as set forth herein, and Owner makes no objections, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.

- b. **FINANCING:** The following additional financial information is not a public record under Ohio Revised Code Section 149.43 and will be kept confidential, except under proper order of a court, per Ohio Revised Code Section 9.312(A).

i. Provide a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

ii. Provide the name and address of firm preparing attached financial statement, and date thereof.

iii. If the attached financial statement is not for the identical organization named in the completed Contractor's Qualification Statement submitted with the bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

8. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
9. No Bidder may withdraw its bid within **sixty (60)** days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
10. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
11. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

I. EXECUTION OF CONTRACT

1. Within the time designated by the Owner or Design Professional after award of the Contract, the successful Bidder shall execute and deliver to the Owner or Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

J. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein.

2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) calendar days before the bid date and hour. To facilitate the submission of requests, a Pre-Bid Substitution Form is included in the Contract Documents. The Bidder shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

K. ALTERNATES

1. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
2. At the time of awarding the Contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are

received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

4. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

L. UNIT PRICES

1. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

M. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. Bidders shall submit written questions to **T. Victor Williamson, NCARB, DBIA at vwilliamson@dynotecinc.com by 5:00 p.m., November 11, 2024, with a courtesy copy to Bradford M. Cosenza, County Administrator at bradcosenza@rosscountyohio.gov**, to allow sufficient time for the Design Professional to respond. All Addenda will be issued, except as hereafter provided, and e-mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:

- a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
- b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

N. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to **T. Victor Williamson, NCARB, DBIA at vwilliamson@dynotecinc.com by the deadline for questions per paragraph M.3 above.** Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner and the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

O. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

P. DATE FOR SUBSTANTIAL COMPLETION/ DATE FOR FINAL COMPLETION /LIQUIDATED DAMAGES

1. The Date for Substantial Completion (aka Contract Time), Date for Final Completion, and Liquidated Damages shall be as defined and set forth in the Owner-Contractor Agreement. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

Q. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

R. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the

addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

S. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

T. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

U. PREVAILING WAGES

1. The successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

END OF INSTRUCTIONS TO BIDDERS

This page intentionally left blank

BID FORM

1.01 BID SUBMITTED BY:

(Contractor)

Date bid submitted: _____

1.02 DELIVER TO:

Board of Commissioners of Ross County
ATTN: Bradford M. Cosenza, County Administrator
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **Ross County Jail Cell Alteration Project** including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Request for Bids, Instructions to Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement as modified for the Project), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

2.01 BID:

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

2.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum – All Work.

	Dollars	(\$ _____)
(Words)		(Figures)

2.03 Alternates per Section 012300: None

2.04 Unit Prices per Section 012200:

Alternate Description		Add or Deduct	Cost in Words	Cost in Figures
1	Delete work on first floor	Deduct		\$

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. **The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or

omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.

3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.
4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by 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, or 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 will 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 will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder has submitted the lowest and best bid, and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

12. The Bidder further states that it is a duly licensed contractor, for the type of work proposed, in accordance with the local requirements, and that all fees, permits, etc., pursuant to submitting this Bid have been paid in full.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☐ corporation ☐ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address

Name

Address

END OF SECTION

This page intentionally left blank

**BID GUARANTY AND
CONTRACT BOND**
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____, ("Contractor") as principal and _____
_____ as surety are hereby held and firmly bound unto the **Board of
Commissioners of Ross County**, as obligee in the penal sum of the dollar amount of the bid submitted
by the principal to the obligee on _____, 20__, to undertake the construction of the **Ross
County Jail Cell Alteration Project** ("Project"). The penal sum referred to herein shall be the dollar amount
of the principal's bid to the obligee, incorporating any additive or deductive Alternates 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
foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add
Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of
the bid including add 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.

Signed this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has
submitted a bid for work on the 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, details, specifications, and bills of material; and in the
event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof
between the amount specified in the bid and such larger amount for which the obligee may in good faith
contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does
not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to
the obligee the difference not-to-exceed ten percent (10%) of the penalty 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 ten (10) days after the awarding of the contract enters into a proper
contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract
is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims
of subcontractors, materialmen, 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 materialman 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; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees and
assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just
claim, as well as for the obligee; 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND
(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the **Board of Commissioners of Ross County** ("Owner") as obligee, in the penal sum of _____ Dollars (\$), for the payment of which 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 did on the _____ day of _____, 20__, enter into a contract with the Owner for construction of the **Ross County Jail Cell Alteration Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

PRE-BID SUBSTITUTION FORM

Note. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided in the Instructions to Bidders.

The detailed procedures for submitting substitutions are set forth in Paragraph J of the Instructions to Bidders.

[illegible]

This page intentionally left blank



Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name Board of Commissioners of Ross County

Exact location of job/project Ross County Law Enforcement Center, 28 North Paint Street, Chillicothe, OH 45601

Name of job/project as it appears on contract documentation Ross County Jail Cell Alteration Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate is purchased exempt of the tax for incorporation into:

☐	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	☐	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
☐	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☒	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;
☐	The original construction of a sports facility under R.C. section 307.696;	☐	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	A hospital facility entitled to exemption under R.C. section 140.08;	☐	A house of public worship or religious education;
☐	A computer data center entitled to exemption under R.C. 122.175; ___ % exempt per OH Dept. of Development	☐	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
☐	A megaproject entitled to exemption as described in R.C. 5739.02(B)(13).		
☐	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;		

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Subcontractor

Name _____

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

Owner/Contractee

Name Board of Commissioners of Ross County

Signed by _____

Title _____

Street address 2 North Paint Street, Suite H

City, state, ZIP code Chillicothe, Ohio 45601

Date _____

Political Subdivision

Name Same as Owner/Contractee

Signed by _____

Title _____

Street address _____

City, state, ZIP code _____

Date _____

This page intentionally left blank

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

**SECTION 00 43 43
PREVAILING WAGE RATES**

PART 1 GENERAL

1.01 SUMMARY

- A. Prevailing Wage Rates are to be utilized for this Project and shall be taken into account when calculating all Labor costs associated with the Work.
- B. All Prime Contractors and subcontractors that perform labor on the site shall comply the Prevailing Wage Rate requirements in accordance with Chapter 4115 of the Ohio Revised Code.
- C. Current Prevailing Wage Rates may be downloaded at: <http://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour>

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 43 43

This page intentionally left blank

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO:

Board of Commissioners of Ross County
ATTN: Bradford M. Cosenza, County Administrator
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

NAME OF PROJECT: Ross County Jail Cell Alteration Project

SUBMITTED BY: _____

CONTRACTOR PROJECT CONTACT NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

PRINCIPAL OFFICE: _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

#	Question	Response
1 - Organization		
1.1	How many years has your organization been in business as a Contractor in the construction industry?	
1.2	How many years has your organization been in business under its present business name?	
1.2.1	Under what other or former names has your organization operated?	
1.3	Is your organization a corporation? If yes, answer #1.3.1 – 1.3.6	
1.3.1	Date of incorporation	

1.3.2	State of incorporation	
1.3.3	President's name	
1.3.4	Vice President's name(s)	
1.3.5	Secretary's name	
1.3.6	Treasurer's name	
1.4	Is your organization a partnership? If yes, answer #1.4.1 – 1.4.3	
1.4.1	Date of organization	
1.4.2	Type of partnership (if applicable)	
1.4.3	Name(s) of general partner(s)	
1.5	Is your organization individually owned? If yes, answer #1.5.1 – 1.5.2	
1.5.1	Date of organization	
1.5.2	Name of owner	

1.6	If the form of your organization is other than those listed above, describe it and name the principals.	
2 - Licensing		
2.1	List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.	
2.2	List jurisdictions in which your organization's partnership or trade name is filed.	
2.3	List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of your organization, to the extent that any work to be performed on this Project is within the field of such licensed profession.	
3 - Financing: After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder must submit additional financial information as requested.		
4 - References		

4.1	Trade References	
4.2	Bank References	
4.3	Surety – name of bonding company	
4.4	Surety – name and address of agent	
5 – Claims and Organization History		
5.1	Attach your organization’s record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code. If none, state “none”.	
5.2	Does your organization participate in a drug-free workplace program?	
5.3	Has your organization ever failed to complete any work or failed to complete any work by the substantial completion date, final completion date, or in a timely manner? If yes, attach details.	

5.4	Within the last five years, has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. Note: As used in this document “Claim” means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.	
5.5	Within the last five years, has your organization received a citation, notice of violation, or other form of written violation relating to federal, state, and local laws, rules and regulations including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.	
5.6	Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.	
5.7	If any of the following members of your organization's management – president, chairman of the board, or any director – operates or has operated another construction company during the last five years, identify the member of management and the name of the construction company.	
5.8	If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state “none.”	
5.9	If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state “not applicable.”	

5.10	List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.	
6 - Experience		
6.1	List the categories of work that your organization normally performs with its own forces	
6.2	State average annual amount of construction work your organization has performed during the last five years	
6.3	State total amount of work in progress and under contract	
6.4	Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.	
6.5	In the chart below, provide the following information for each contract your organization has had during the last five years, including current contracts, where the Contract Sum is/was 50% or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work. List the original contract price for each project, the amount of any change orders or cost overruns on each, and the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects. If there are more than ten of these contracts only provide information on the most recent ten contracts, including current contracts.	

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

6.6 In the chart below, provide the following information for each project your organization has had during the last five years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five of these projects, only provide information on the most recent five projects, including current projects.

Project and Scope of Work	Contract Sum	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project and Scope of Work	Contract Sum	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

6.7 In the chart below, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information, the last three projects on which the person worked and the name and telephone number of the design professional and the Owner. Attach a separate sheet if necessary, identifying the question number.

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

- 6.8 In the chart below, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date. Attach a separate sheet if necessary, identifying the question number.

Project/Scope of Work	Contract Sum	Scheduled Completion Date	% Complete	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project/Scope of Work	Contract Sum	Scheduled Completion Date	% Complete	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Additional Criteria. The Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in the Bidding and Contract Documents after the bid opening. The Owner may consider such information and documentation in determining which bid is **lowest and best**. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

Certification. The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

SIGNATURE _____

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____[PRINT NAME]

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

CONTRACTOR'S QUALIFICATION STATEMENT

CQS-
11

Subscribed and sworn before me this ____ day of _____ 20__.

Notary Public

My Commission Expires: _____

SEAL

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio

County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20____,

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

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

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this _____ day of _____, 20____.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Notary Public)

My commission expires

_____, 20____

This page intentionally left blank

OWNER-CONTRACTOR AGREEMENT

Owner:

Board of Commissioners of Ross County
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

Contractor:

Owner's Representative(s):

Bradford M. Cosenza, County Administrator

Contractor's Representative:

--

Project:

Ross County Jail Cell Alteration Project
Ross County Law Enforcement Center
28 North Paint Street
Chillicothe, Ohio 45601

Scope: General Contractor

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Scope identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner.

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

- A. Legal Notice;
- B. Instructions to Bidders;
- C. Bid Form and Contractor's Qualification Statement;
- D. Owner-Contractor Agreement;
- E. General Conditions of the Contract for Construction (AIA Document A201-2017), as modified;
- F. Drawings and Specifications included in the Project Manual prepared by Dynotec, Inc.;
- G. Bid Guaranty and Contract Bond;
- H. Addenda issued;
- I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
- J. Statement of Claim Form; and
- K. Modifications issued after the execution of the Agreement, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.

1.1. Notwithstanding anything in the Contract Documents to the contrary, in the event of any inconsistency, the provisions of this Agreement shall control over any other Contract Document, proposal, document, or other attachment. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

1.2. Contractor will use the State of Ohio Subcontract Form for all subcontracted Work, in accordance with ORC 153.503(C) and OAC 153:1-3-02.

OWNER-CONTRACTOR AGREEMENT

OCA-1

Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings listed below, and except for such reliance on "technical data," Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant. (None if none are listed.)

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed.)

2. DESIGN PROFESSIONAL RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. Except as otherwise set forth herein, the Contractor shall communicate with the Owner through the Design Professional. Contractor shall copy Owner on all communications that may result in a request for an adjustment to the Contract Time or Contract Sum.

2.1. The Design Professional is:

Dynotec, Inc.
2931 E. Dublin Granville Road, Suite 200
Columbus, Ohio 43231

Any references to the "Architect" or the "Engineer" in the Contract Documents are deemed to refer to the Design Professional identified herein.

3. TIME FOR COMPLETION ("CONTRACT TIME") AND PROJECT COORDINATION.

3.1. **DATE OF COMMENCEMENT.** The date of commencement of the Work shall be the date identified as the "Date of Commencement" in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the Effective Date of this Agreement.

3.2. **DATE OF SUBSTANTIAL COMPLETION.** The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Substantial Completion of its Work on the Project, as defined in the General Conditions, on or before **August 5, 2025** ("Date of Substantial Completion").

3.2.1. **DATE OF FINAL COMPLETION.** The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within **30 calendar days** of the Date of Substantial Completion ("Date of Final Completion").

3.2.2. **SHUTDOWN DATES.** Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates: [REDACTED]. Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates. The Contractor will coordinate any system interruptions with the Owner and the Design Professional and all system interruptions are subject to Owner's prior written approval.

3.2.3. **UTILITIES AND OPERATIONS.** Contractor shall not interrupt utilities to facilities or existing operations without prior written notice and approval by Owner.

3.3. **CONSTRUCTION SCHEDULE.** The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4. **LIQUIDATED DAMAGES.** If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or if the Contractor does not have its Work on the Project Finally Complete by the specified Date for Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amount(s) identified in the chart below:

Contract Sum	Liquidated Damages Per Day for Failure to Timely Achieve:	
	Substantial Completion	Final Completion
\$1,000,000.00 or less	\$500	\$125
\$1,000,000.01 to \$2,000,000.00	\$700	\$250
\$2,000,000.01 to \$5,000,000.00	\$1,000	\$500
\$5,000,000.01 to \$10,000,000.00	\$2,000	\$1,000
\$10,000,000.01 to \$20,000,000.00	\$4,000	\$1,250
\$20,000,000.01 to \$50,000,000.00	\$5,000	\$1,500
\$50,000,000.01 or more	\$7,000	\$2,000

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required Date for Final Completion, or both. Any waiver of consequential damages shall not preclude the Owner from recovering Liquidated Damages.

3.4.1. Nothing in this Section shall be construed to diminish Owner's indemnity rights pursuant to this Agreement nor shall it preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or for damages not attributable to delay.

3.5. **INITIAL DECISION MAKER.** The Initial Decision Maker renders initial decisions on Claims in accordance with the claims process set forth in the General Conditions. The Initial Decision Maker shall be the Design Professional, unless a different Initial Decision Maker is identified below:

3.6. Time is of the Essence for the Contractor's performance of the Work.

4. **CONTRACT SUM (also called Contract Price).** The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is [REDACTED] Dollars (\$ [REDACTED]), subject to adjustment as set forth in the Contract Documents. The Contract Sum includes Allowances, Accepted Alternates, and all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

4.1. Base Bid Amount: \$ [REDACTED] (Lump Sum Bid);

4.2. Accepted Alternates, included in the Contract Sum:

Alternate No.	Description	Amount
1	Delete work from first floor	(\$ [REDACTED])

4.3. Allowances included in the Contract Sum: None

4.4. Unit Prices. If directed by the Design Professional, such Work will be paid for in accordance with the Unit Prices proposed and identified below: None

4.5. If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract will be withheld in accordance with Ohio Revised Code Sections 153.12, .13, and .14 and the Modified General Conditions.

5.1. **RETAINAGE FOR LABOR.** Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

5.2. **RETAINAGE FOR MATERIALS AND EQUIPMENT.** Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen,

destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

6. PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115. Contractor shall submit a Certified Payroll Report for payment of prevailing wages with each Application for Payment as well as a final certified payroll report and the required Affidavit of Compliance with its final Application for Payment.

7. GENERAL.

7.1. MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must be duly authorized by action of the Owner's governing body. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge and agree that it may not rely upon common law waiver or estoppel principles to establish an alleged waiver or modification of this Agreement or the Contract Documents and rather that this Agreement and the Contract Documents can only be waived or modified pursuant to this paragraph. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

7.2. ASSIGNMENT. Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

7.3. THIRD PARTIES. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor. However, it is understood that the Owner is an intended third-party beneficiary of Contractor's agreements with its Suppliers, and Subcontractors, and Suppliers' and Subcontractors' agreements with their Sub-Suppliers, and Sub-Subcontractors. Contractor shall incorporate the obligations of this Agreement into its respective agreements and subcontracts.

7.4. LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

7.5. STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to defective or non-conforming Work shall not commence until Substantial Completion or until the discovery of the defective or non-conforming Work by the Owner, whichever is later.

7.6. CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.7. APPROVALS. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If Contractor challenges any such approval or

determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

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

7.9. COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.10. PROJECT SAFETY. Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Contractor does not assume any duty of responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

7.11. EQUAL OPPORTUNITY. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

7.12. NO FINDINGS FOR RECOVERY. The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.

7.13. NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.14. ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.15. JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a bi-weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.16. PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.17. WARRANTIES. Notwithstanding anything to the contrary in the Contract Documents, including the Project Manual, Drawings, and Specifications, no warranties by Contractor shall be limited to any time shorter than the statute of limitations for written contracts in Ohio.

7.18. ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: BOARD OF COMMISSIONERS OF
ROSS COUNTY

Contractor:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Jeffrey C. Marks
Ross County Prosecutor

OWNER-CONTRACTOR AGREEMENT
OCA-7

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: _____

Fiscal Officer

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

SECTION 00 60 00

PROJECT FORMS

240003 - ROSS COUNTY JAIL RENOVATION

PART 1 - GENERAL

1.01 SUMMARY

- A. The forms following this page are to be utilized for this project as applicable.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 60 00

This page intentionally left blank

STATEMENT OF CLAIM FORM

Claim No. ____ for Contractor

1. Name of Contractor: _____

2. Date written claim given: _____.

3. Contractor's representative to contact regarding the claim:

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

6. Delay claims:

6.1 Date delay commenced: _____

6.2 Duration or expected duration of the delay, if known: _____

6.3 Apparent cause of the delay and part of critical path affected:

6.4 Expected impact of the delay and recommendations for minimizing such impact:

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

Sworn to before me a notary public by _____ on _____, 20___. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

This page intentionally left blank

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: <u>Ross County Jail Cell Alteration Project</u>	Contract For: <u>General Contract</u>
Owner: <u>Board of Commissioners of Ross County</u>	CONTRACTOR: [insert name and address]

The Design Professional hereby certifies that the Date for Substantial Completion of the Contractor's Work as set forth in the Owner-Contractor Agreement is:

(Insert Date for Substantial Completion of the Work)

The Design Professional hereby certifies that the Date for Substantial Completion in the Contractor's Agreement with the Owner (the "Agreement"), as extended by Change Orders and Claims submitted by the Contractor that have been Finally Resolved, as defined below, is:

- | | |
|---|--|
| 1. Date for Substantial Completion in the Agreement (above): | <div style="background-color: yellow; width: 40px; height: 1.2em; display: inline-block;"></div> |
| 2. Additional days added to Date for Substantial Completion by Change Order: | <div style="background-color: yellow; width: 40px; height: 1.2em; display: inline-block;"></div> |
| 3. Additional days added by Claims that have been Finally Resolved: | <div style="background-color: yellow; width: 40px; height: 1.2em; display: inline-block;"></div> |
| 4. Date for Substantial Completion in the Contract Adjusted by days under No. 2 and No. 3 | <div style="background-color: yellow; width: 40px; height: 1.2em; display: inline-block;"></div> |

"Finally Resolved" means that the Design Professional has made a decision (or declined to make a decision) on the Claim under the General Conditions and that any litigation regarding the Claim has been concluded.

The Design Professional certifies that the Contractor's Work to the best of the Design Professional's knowledge, information, and belief was Substantially Complete, as Substantial Completion is defined in the Contract Documents, on .

The Design Professional hereby certifies that the difference between (a) the Date for Substantial Completion adjusted by the days under No. 2 and No. 3 above and (b) the date the Contractor's Work was Substantially Complete is days.

NOTICES OF DELAY. The Design Professional hereby certifies that all "NOTICES OF DELAY" submitted by the Contractor and described in the General Conditions are attached to this Certificate. This certification is solely for the purpose of identifying all "NOTICES OF DELAY" submitted by the Contractor and is not intended to imply that any of these NOTICES OF DELAY were properly submitted in accordance with Contract Documents or are valid.

STATEMENT OF CLAIM FORMS. The Design Professional hereby certifies that all Statement of Claim Forms described in the General Conditions and submitted by the Contractor are attached to this Certificate. This certification is solely for the purpose of identifying all Statement of Claim Forms submitted by the Contractor and is not intended to imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on

Signature: _____

Date:

**CONTRACTOR'S AFFIDAVIT AND CERTIFICATION WITH LIST OF SUBCONTRACTORS
AND SUPPLIERS WITH ANY AMOUNTS WITHHELD**

PROJECT:

Ross County Jail Cell Alteration Project

CONTRACTOR:

In Support of PAYMENT APPLICATION No.:

For the Period Through:

STATE OF _____ :
 : SS,
COUNTY OF _____ :

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment; b) set forth below is a complete list of its Subcontractors and Suppliers; and c) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	Amount Withheld	Reason for Withholding

Moreover, Contractor certifies that, except for as set forth immediately above, Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment and Contractor acknowledges that Owner is relying upon such certification when paying Contractor the amount asked for in the payment application that this Affidavit and Certification supports.

CONTRACTOR: [insert name]

BY:

(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

This page intentionally left blank

**CONTRACTOR'S WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Ross County Jail Cell Alteration Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the **Board of Commissioners of Ross County** (the "Owner") with which it has a contract for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the last Application for Payment to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me
this _____ day of _____.
The notarial act certified hereby is a jurat. An oath
or affirmation was administered to the signer with
regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

This page intentionally left blank

**SUBCONTRACTORS, SUPPLIERS
WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Ross County Jail Cell Alteration Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Contractor ("Contractor") with which it has a contract.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Contractor's last Application for Payment and to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Contractor, the Contractor's surety, and/or the **Board of Commissioners of Ross County** (the "Owner"), for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Owner. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors and suppliers through the date of the Contractor's last Application for Payment who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Contractor, the Contractor's surety, and/or the Owner, except for any Claims made by properly and timely submitting a Statement of Claim form a copy of which has been delivered to the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Contractor with respect to the Contractor's current Application for Payment, it shall, if applicable, immediately execute and cause to be filed or recorded a legally effective Satisfaction of Lien, Release of Lien, or any other legal instrument necessary to cause prejudicial dismissal and release of any lien, encumbrance, lawsuit, or other claim against the Contractor, the Contractor's surety and the Owner, the property where the Project is located, and/or any surety bond posted by the Contractor or the Owner to the extent of the foresaid payment. Upon request of the Contractor, the undersigned shall provide proof of having complied with this obligation.

This Affidavit is for the benefit of, and may be relied upon by, the Contractor, the Contractor's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial act
certified hereby is a jurat. An oath or affirmation was administered
to the signer with regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

This page intentionally left blank

**CONTRACTOR'S FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: **Ross County Jail Cell Alteration Project**

In consideration for payment received from the **Board of Commissioners of Ross County** (the "Owner") in the amount requested in Contractor's Final Application for Payment to the Owner, the receipt of which is hereby acknowledged, the undersigned Contractor hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

This page intentionally left blank

**SUBCONTRACTORS, SUPPLIERS
FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: Ross County Jail Cell Alteration Project

Upon receipt of payment in the amount of \$ _____ received from Board of Commissioners of Ross County ("Prime Contractor") the undersigned Subcontractor or Supplier waives and relinquishes all rights of lien or claim that it may have either in law or equity (including but not limited to rights under Ohio Mechanics' Lien Laws, O.R.C. 1311.01 *et seq.*) with respect to the construction project known as Ross County Jail Cell Alteration Project ("the Project"), for all labor, all equipment, and/or materials provided to or on behalf of the Project throughout its entirety, except for claims previously made pursuant to the agreement in place between Subcontractor or Supplier and Prime Contractor, and any lien previously perfected and remaining unreleased.

The undersigned Subcontractor or Supplier acknowledges and agrees that such payment represents final payment in full for all such labor, equipment and/or materials including retainage, if any, and that the Subcontractor or Supplier has completed its work on the Project. The undersigned Subcontractor or Supplier certifies that all amounts have been paid by the Subcontractor or Supplier for all work or materials furnished by others to the Subcontractor or Supplier for which the Subcontractor or Supplier has received previous payments from Prime Contractor, and Subcontractor or Supplier acknowledges that Prime Contractor is now making payment to the Subcontractor or Supplier in reliance upon such certification. The undersigned Subcontractor or Supplier further certifies that it will pay all amounts lawfully owing for all work or materials furnished by others to the Subcontractor or Supplier with the payment received from Contractor referenced herein.

This Affidavit is for the benefit of, and may be relied upon by, the Contractor, the Contractor's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Affidavit to be executed by its authorized representative as of the date indicated below.

THE INDIVIDUAL SIGNING THIS AFFIDAVIT REPRESENTS THAT HE/SHE IS AUTHORIZED TO DO SO.

SUBCONTRACTOR OR SUPPLIER:

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

This page intentionally left blank

CONTRACTOR'S PAYMENT APPLICATION CHECKLIST

THE CONTRACTOR MUST COMPLETE THIS CHECKLIST AND SUBMIT IT TO THE DESIGN PROFESSIONAL WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

1. Contractor's Name: _____
2. Name, title, and telephone and fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:
Name: _____ Title: _____
Office Telephone No.: (____) _____ FAX No.: (____) _____
3. Payment Application Number and Date:
No. _____ Date: _____, 20____
4. The following is a list of required documentation that must accompany its Payment Application. The Contractor certifies that it has submitted the documentation listed below with its Payment Application. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5. Such explanations shall not excuse the Contractor from the requirements for submitting this documentation.
 - _____ .1 Five (5) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;
 - _____ .2 Properly Completed Contractor's Affidavit with List of Subcontractors and Suppliers and Any Amounts Withheld;
 - _____ .3 Contractor's Waiver and Release Agreement (beginning with the second Application for Payment);
 - _____ .4 For each of its Subcontractors and Suppliers, a Subcontractor's – Supplier's Waiver and Release Agreement (beginning with the second Application for Payment);
 - _____ .5 Schedule of all materials and equipment stored on-site;
 - _____ .6 For materials and equipment stored off-site:
 - _____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;
 - _____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;
 - _____ A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of its responsibility to complete the facility;
 - _____ Evidence of adequate insurance covering the material and equipment in storage, which shall name the Owner as additional insured;

- _____ Evidence that the Design Professional has visited the Contractor's place of storage and found that all the materials and equipment set forth in the payment request and represented to be stored off-site are stored at the place of storage (any costs incurred by the Design Professional to inspect material and equipment in off-site storage shall be paid by the Contractor); and
- _____ Itemization of the materials and equipment and their cost, which were approved on previous Pay Applications and which remain in off-site storage.
- _____ .7 Other documentation or information required by the Contract Documents or by the Design Professional or Owner.

5. Reason why required documentation is not submitted:

NOTE: The failure to submit required documentation, regardless of the reason, may result in non-payment, partial payment, and/or late payment.

Signature

Printed Name

Date

DESIGN PROFESSIONAL'S REVIEW

- _____ Checklist and documentation complete.
- _____ Checklist and documentation incomplete.

Signature

Printed Name

Date



DYNOTEC

DYNOTEC, INC.
2931 E. DUBLIN-GRANVILLE RD
SUITE 200
COLUMBUS, OH 43231

office (614) 880-7320
fax (614) 880-7324
email info@dynotecinc.com
website dynotecinc.com

PROPOSAL REQUEST - 00

30-AUG-24

Project:

Ross County Jail Cell Alterations

28 N. Paint Street
Chillicothe, OH 45601
Dynotec No.: 240003

General Contractor:

XYZ Construction Company

000 Any Street
Any City, Any State, Any Zip

This proposal request, issued after the execution of the contract, describes proposed revisions of the contract documents and requests from the contractor the amount of change, if any, in the contract sum and/or time to accomplish the work described. Pricing for proposed change orders shall be in accordance with article 7 of the General Conditions.

Proposals are due from the Contractor within 14 calendar days from the date of this proposal request. If no response is received by the Architect on or before the required date, then the non-responding Contractor will be determined to not be affected by the change and any rights for increased compensation and/or time extension shall be deemed to have been waived. An extension of time may be granted for submitting a proposal at a specific future date and time at the sole discretion of the Architect.

Except, as otherwise described herein, or as shown on drawings issued with this proposal request, current contract documents apply to proposed work.

This proposal request is not an order to do work. After receipt and review of the change order estimate summary requested, a change order will be issued to authorize execution of the work, or portion thereof, if the Owner so directs.

Owner Request

PROJECT MANUAL

DRAWINGS

- ITEM 1. AD401 – B-ENLARGED DEMOLITION PLAN
 - A. ADD Existing trash compactor area to plan and indicate interior slab-on-grade at Trash Room to be demolished, pursuant to the attached SDA-01 & SDA-02
- ITEM 2. A401 – B-ENLARGED FLOOR PLAN

PROPOSAL REQUEST - 00
240003 – Ross County Jail Cell Alterations
September 00, 2024

- A. ADD Existing trash compactor area to plan and indicate new interior slab-on-grade at Trash Room to be installed, pursuant to the attached SDA-03.

END OF PROPOSAL REQUEST

Initials: TVW

Attachments: SDA-01, SDA-02, SDA-03

cs: All Dynotec Subconsultants
File



DYNOTEC

DYNOTEC, INC.
2931 E. DUBLIN-GRANVILLE RD
SUITE 200
COLUMBUS, OH 43231

office (614) 880-7320
fax (614) 880-7324
email info@dynotecinc.com
website dynotecinc.com

REQUEST FOR INFORMATION No.: _____

Project: **Ross County Jail Cell Alterations**
28 N. Paint Street
Chillicothe, OH 45601

Dynotec Project No.: 240003

Drawing Reference:

Date Submitted: - -

Specification Section Reference:

Date Response Required by:

Description of Information Requested:

Name

Phone Number

Signature

Date Released - -

Architects Response

Date Received - -

Name

Phone Number

Signature

Date Released - -

Contractor Receipt:

Upon review of the Architects response we anticipate the potential contract adjustments indicated to the right:

Date In - - Date Out - -

Name

- -

Signature

Date

☐ No change in cost or time

☐ Decrease in cost of approx. \$

☐ Increase in cost of approx. \$

☐ Decrease in time of days

☐ Increase in time of days

This page intentionally left blank

**DYNOTEC**

DYNOTEC, INC.
2931 E. DUBLIN-GRANVILLE RD
SUITE 200
COLUMBUS, OH 43231

office (614) 880-7320
fax (614) 880-7324
email info@dynotecinc.com
website dynotecinc.com

Contractor's Progress Report - 00

Project: Ross County Jail Cell Alteration
28 N. Paint Street
Chillicothe, OH 45601

Dynotec Project Number: 240003

Owner: Ross County Board of Commissioners

Contractor: XYZ Construction Company

Prepared by: ABC

A. WORK STARTED SINCE LAST REPORT

Activity No.	Description	Resources	Date Started

B. WORK IN PROGRESS SINCE LAST SINCE LAST REPORT

Activity No.	Description	Resources	% Complete

C. WORK COMPLETED SINCE LAST SINCE LAST REPORT

Activity No.	Description	Date Complete

D. WORK PROJECTED TO START IN THE NEXT 2-WEEKS

Activity No.	Description	Resources	Start Date

E. WORK PROJECTED TO BE COMPLETED IN THE NEXT 2-WEEKS

Activity No.	Description	Complete Date

F. UNRESOLVED ISSUES

No.	Description	Affected Task(s)

G. CLAIMS FOR CHANGE IN CONTRACT TIME OR CONTRACT SUM

No.	Description	Amount (\$)	Time (days)

Submitted : _____
Contractor Signature

Date: _____



DYNOTEC

DYNOTEC, INC.
2931 E. DUBLIN-GRANVILLE RD
SUITE 200
COLUMBUS, OH 43231

office (614) 880-7320
fax (614) 880-7324
email info@dynotecinc.com
website dynotecinc.com

13-Sep-24

Dynotec Number: 240003

Ross County Jail Cell Alterations

28 N. Paint Street
Chillicothe, OH 45601

Owner: Ross County Board of Commissioners

CONSTRUCTION PROGRESS MEETING NOTES NUMBER – 00

Attend.	Name (Initials)	Company (Initials)	Email
	Brad Cosenza (BC)	Ross County (County)	bradcosenza@rosscountyohio.gov
	Capt. Glenn Detty (GD)	Ross County Sheriff (Sheriff)	captdetty7108@gmail.com
	Dan Elliott (DE)	Ross County (County)	danelliott@rosscountyohio.gov
	Maj. Paul Arledge (PA)	Ross County Sheriff (Sheriff)	p.arledge@rosssheriff.com
	Sheriff George Lavender	Ross County Sheriff (Sheriff)	g.lavender@rosssheriff.com
	Todd Landrum (TL)	Ross County (County)	
	Vic Williamson (VW)	Dynotec, Inc. (DYN)	vwilliamson@dynotecinc.com
	Sangeetha	Dynotec, Inc. (DYN)	schandrasekaran@dynotecinc.com
	Paul Landrum (PL)	ODRC-Bureau of Adult Detention	
	Chris Darlington (CD)	ODRC-Bureau of Adult Detention	

1. Corrections to Previous Meeting Minutes

- A. None

2. Work Started/Completed/In Progress since Last Meeting

- A. Continued demolition of North Loading Dock Phase 1. WCC will cut the area of loading dock to provide clean surface for new pour.
- B. Started subbase and compaction
- C. Continued transporting concrete debris from site for Phase 1

3. Work Planned for following 2-weeks

- A. Start/complete storm work for Phase 1
- B. Start Prep & pour dock, stairs, pavement concrete for Phase 1 – Monday next week
- C. Start staking new work for N. West Street entry drive
- D. Start/complete asphalt demolition and grading for N. West Street entry drive – Wednesday this week
- E. Complete Demolition for North Loading Dock Phase 1

4. Action Items

<u>Item</u>	<u>Description</u>	<u>Due</u>	<u>Status</u>	<u>Action By</u>
04.01	Photo(s) of damaged ground wire	17-SEP-24	Complete	WCC

5. Construction Schedule

- A. Notice to Proceed issued: 26-JUL-24
- B. Required Substantial Completion Date: **13-NOV-24 (64 Calendar Days Remaining)**
- C. Certificate of Plan Approval Expiration Date: 03-APR-25

D. Progress Schedule – Based upon Construction Schedule dated: 20-AUG-24

<u>Task</u>	<u>Description</u>	<u>Start Date</u>	<u>Finish Date</u>	<u>Adjustment</u>
09	Mobilize to Site	26-AUG-24	26-AUG-24	+7 days
12	Demo Misc. Dock Items Phase 1	27-AUG-24	09-SEP-24	
28	Demo Dock Phase 1	27-AUG-24	02-SEP-24	
15	Prep & Pour Dock Pavement/Stairs Phase1	06-SEP-24	12-SEP-24	
18	Metal Railings Phase 1	13-SEP-24	19-SEP-24	
23	Dock Levelers Phase 1	13-SEP-24	19-SEP-24	

6. Partial Payment Applications

- A. Received since last meeting: None
- B. Architect Reviewed since last meeting: None
- C. Owner Reviewed: None

7. Architect's Supplemental Instructions (refer the attached ASI Record)

<u>Item</u>	<u>Description</u>	<u>Date</u>	<u>Change Order</u>
	None		

8. Submittals

- A. Received since last meeting:

<u>Date Rec'd:</u>	<u>No.:</u>	<u>Description</u>
None		
- B. Returned since last meeting:

<u>Date Ret'd</u>	<u>No.:</u>	<u>Description</u>
10-SEP-24	33 41 00.2	Storm Water Catch Basin

9. Requests for Information (refer to the attached RFI Record)

- A. Received since last meeting:

<u>No.:</u>	<u>Description</u>	<u>Date</u>
None		

B. Returned since last meeting:

<u>No.:</u>	<u>Description</u>	<u>Date</u>	<u>Contract Time / Sum Adjustment</u>
	None		

C. Required Response to Contract Time/Sum Adjustment:

<u>No.:</u>	<u>Description</u>	<u>Due Date</u>	<u>Contract Time / Sum Adjustment</u>
	None		

10. Change Directives / Proposal Requests / Change Orders (refer to attached Record)

A. Proposal Request/Change Directives Issued since last meeting:

<u>No.:</u>	<u>Description</u>	<u>Date Issued</u>
	None	

B. Change Order Pricing received since last meeting:

<u>No.:</u>	<u>Description</u>	<u>Contract Time / Sum Adjustment</u>
001	Add demolition/replacement of concrete slab-on-grade at Existing Trash Room interior portion of trash compactor	\$11,500.00

C. Change Orders approved since last meeting:

<u>No.:</u>	<u>Description</u>	<u>Contract Time / Sum Adjustment</u>
	None	

11. Questions and Comments

- A. KC will forward picture(s) of ground wire/rod repair completed. (see attached)
- B. New policy on Counts. No vehicles in/out 30-minutes before and after count. BS asked WCC to document in Daily Reports, if delayed.

12. Next Scheduled Meeting

- A. Date: 17-SEP-24
Time: 10:30AM
Location: On-site

End of Progress Meeting

Prepared By: TVW

Cs: All Attendees (present or not)
File

This page intentionally left blank

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

Dynotec No. 240003

**SECTION 00 72 00
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 01 42 16 - DEFINITIONS.

END OF SECTION 00 72 00

This page intentionally left blank



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

THIS DOCUMENT HAS BEEN MODIFIED FROM ITS ORIGINAL FORM.

for the following PROJECT:

(Name and location or address)

Ross County Jail Cell Alteration Project
Ross County Law Enforcement Center
28 North Paint Street
Chillicothe, Ohio 45601

THE OWNER:

(Name, legal status and address)

Board of Commissioners of Ross County
2 North Paint Street, Suite H
Chillicothe, Ohio 45601

THE ARCHITECT:

(Name, legal status and address)

Dynotec, Inc.
2931 E. Dublin Granville Road, Suite 200
Columbus, Ohio 43231

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS**
- 2 OWNER**
- 3 CONTRACTOR**
- 4 ARCHITECT**
- 5 SUBCONTRACTORS**
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
- 7 CHANGES IN THE WORK**
- 8 TIME**
- 9 PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY**
- 11 INSURANCE AND BONDS**
- 12 UNCOVERING AND CORRECTION OF WORK**

Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:44:23 ET on 10/30/2024 under Order No.3104241454 which expires on 07/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA2F)

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



Init.

/

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:44:23 ET on 10/30/2024 under Order No.3104241454 which expires on 07/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA2F)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
 Certificates of Inspection, Testing or Approval
 13.4.4
 Certificates of Insurance
 9.10.2
Change Orders
 1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
 2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
 Claims, Notice of
 1.6.2, 15.1.3
CLAIMS AND DISPUTES
 3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
 Claims and Timely Assertion of Claims
 15.4.1
Claims for Additional Cost
 3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
 3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
 Claims for Damages
 3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
 Claims Subject to Arbitration
 15.4.1
Cleaning Up
3.15, 6.3
 Commencement of the Work, Conditions Relating to
 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
 3.9.1, **4.2.4**
 Completion, Conditions Relating to
 3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
 Completion, Substantial
 3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
 Compliance with Laws
 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
 Concealed or Unknown Conditions
 3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract
 1.1.1, 6.1.1, 6.1.4
 Consent, Written
 3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
 1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
 Construction Schedules, Contractor's
 3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
 5.4.1.1, 5.4.2, 11.5, **14**
 Contract Administration
 3.1.3, 4, 9.4, 9.5
 Contract Award and Execution, Conditions Relating to
 3.7.1, 3.10, 5.2, 6.1
 Contract Documents, Copies Furnished and Use of
 1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
 2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
 Contract Time
 1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
 8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
 Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to

Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.2

Proposal Requirements
1.1.1

PROTECTION OF PERSONS AND PROPERTY **10**

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Rejection of Work
4.2.6, 12.2.1

Releases and Waivers of Liens
9.3.1, 9.10.2

Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of
6.1.1

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing
4.2.6, 12.2.1, 13.4

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations
15.1.2, 15.4.1.1

Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS **5**

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3

Substances, Hazardous
10.3

Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2

Substantial Completion, Definition of
9.8.1

Substitution of Subcontractors
5.2.3, 5.2.4

Substitution of Architect
2.3.3

Substitutions of Materials
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions
3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,

9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,

15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions The definitions in this Section 1.1 shall apply throughout the Contract Documents.

§ 1.1.1 The Contract Documents

The Contract Documents are ~~enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract.~~ the Contract Documents identified in the Owner-Contractor Agreement (“Agreement”). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. ~~Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding or proposal requirements.~~

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

§ 1.1.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, paperwork, reports, documentation, other requirements, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the Architect unless another person is identified in writing.

§ 1.1.9 Finally Resolved

~~the Agreement to render initial decisions on Claims~~ Finally Resolved means that the Initial Decision Maker has made a decision on a Claim under Section 15.2.6.1 of the General Conditions and that any litigation regarding the Claim has been concluded.

§ 1.1.10 Claim

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. “The American Institute of Architects,” “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are trademarks of The American Institute of Architects. This document was produced at 13:44:23 ET on 10/30/2024 under Order No.3104241454 which expires on 07/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA2F)

~~in accordance~~ Claim is defined in Section 15.1.1 of these General Conditions.

§ 1.1.11 Statement of Claim Form

Statement of Claim Form means the Statement of Claim Form included with the Project Manual.

§ 1.1.12 Separate Contractor

~~Section 15.2.~~ Separate Contractor is defined in Section 6.1.1 of these General Conditions.

~~The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~ **§ 1.1.13 Standard of Care** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by experienced contractors and working in the same or similar locality under the same or similar circumstances. Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.2 Correlation and Intent of the Contract Documents

§ 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. ~~Contractor whether or not expressly shown or described.~~ The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; ~~all and~~ performance by the Contractor shall be required ~~only~~ to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 In the event of inconsistencies within or between the Contract Documents, the Contractor must provide the better quality or greater quantity of Work and must comply with the stricter requirements.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their Ownership of the respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights.~~ The Contractor, Subcontractors, Sub-subcontractors, and ~~shall be as provided in the Owner-Architect Agreement.~~ The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights ownership of the Instruments of Service.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 ~~Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~ Notices, Requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served; forwarded by expedited messenger service; sent by facsimile transmission; sent by electronic

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery, mail with delivery confirmation; or be given by registered or certified mail, return receipt requested, postage prepaid, and address by given written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by electronic mail or facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless already provided in the Agreement or the Contract Documents.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.9 Preconstruction Conference

Before any Work at the Site is started, a conference attended by the Owner, Contractor, Architect, and others as appropriate may be held to establish a working understanding among the parties as to the Work and to discuss the Submittal Schedule, Construction Schedule, and Schedule of Values, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

§ 1.10 Initial Acceptance of Schedules

At least 10 days before submission of the first Application for Payment a conference attended by a Contractor, Architect, and others as appropriate will be held to review for acceptability to the Architect the schedules submitted in accordance with the Contract Documents, including a Submittal Schedule, Construction Schedule, and Schedule of Values. The Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the Contractor until acceptable schedules are submitted to the Architect and Owner.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. may designate in writing a representative. The Owner's representative shall have such authority only as is expressly authorized by the Owner's legislative body and as is permitted under the law of the State of Ohio. The Contractor is responsible for determining the limits of that authority.

§ 2.1.2 The Owner shall furnish to the Contractor, may prepare a Notice of Commencement for the Project, as required by the Ohio Revised Code and shall furnish to the Contractor a copy of the Notice of Commencement for the Project, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. request.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements. The Owner shall complete the certificate(s) of available resources required by the Ohio Revised Code as evidence of available funds to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents. [Not Used.]

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. [Not Used.]

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 to the Contractor as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. All security related information shall be automatically deemed confidential.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. initial plan approvals, easements, or assessments.

§ 2.3.2 The Owner ~~shall~~ may retain an architect lawfully licensed to practice ~~architecture, architecture and/or engineering, or an entity lawfully practicing architecture, architecture and/or engineering,~~ in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner ~~shall~~ may employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 ~~The Owner shall~~ To the extent necessary for the Work and as requested by the Contractor, the Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, and except for such reliance on “technical data,” the Contractor shall not rely upon or make any claim against the Owner or Architect with respect to: (1) the completeness of such reports and drawings for the Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretation, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which the Owner does not warrant.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner’s Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or ~~repeatedly~~ fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner’s Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ~~a ten-day period~~ two business days after receipt of notice from the Owner to commence ~~and continue~~ correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner’s or thereafter proceed without interruption to correct such default or neglect within fifteen days of such notice, the Owner, without prejudice to its other remedies, may correct such deficiencies. If such default or neglect results in a threat to the safety of any person or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice thereof. In all such cases of default or neglect, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the costs arising out of or related to the investigation and correction of such deficiencies, including Owner’s attorneys’ and consultants’ fees and expenses and other expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If current and future payments due the Contractor are not sufficient to cover such amounts, the

Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the ~~jurisdiction~~ jurisdiction(s) where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the ~~Contract Documents~~ Documents and shall comply with all rules, regulations, and policies of the Owner (available upon request) and all applicable federal, State, and local codes, statutes, ordinances, and regulations in the performance of the Work on the Project.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the ~~Contract Agreement~~ by the Contractor is a representation that the Contractor has visited the site, ~~become generally~~ thoroughly investigated the entire site and surrounding area, including existing buildings, if any, location, condition, and layout of the site and observable utility locations, ~~become thoroughly~~ carefully familiar with local conditions under which the Work is to be performed, including the generally occurring climatic conditions and carefully correlated personal observations and other information with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, ~~Work and in addition to the reviews required by the Instructions to Bidders and by these General Conditions,~~ carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 2.3.4. In addition, prior to performing each portion of its Work, the Contractor 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. ~~These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the it, including the Work of the other contractors. The obligations of this Section 3.2.2 are for the purposes of facilitating construction by the Contractor, determining that the Work is constructible, determining if the Work of the Contractor is coordinated in the Contract Documents with the work of any other contractors, and for verifying that field conditions, including the work of other contractors, are consistent with the information in the Contract Documents and ready for the Work.~~ Contractor shall promptly report to the Architect ~~any errors, inconsistencies and Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.~~

§ 3.2.3 ~~The Contractor is not required to ascertain that the Contract Documents are in accordance~~ Additionally, prior to performing each portion of the Work, the Contractor shall have a competent person review the Contract Documents for compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly and the Contractor shall immediately report to the Architect and Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor’s notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall ~~submit~~ make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, if applicable, as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field~~

measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention, necessary skill and attention to complete the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract Documents. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect, and shall not proceed with that portion of the Work without further written instructions from the Architect. The Contractor shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. -The Contractor shall immediately upon entering the Project for the purpose of beginning work, locate all general reference points and take such action as necessary to prevent their destruction. The Contractor shall lay out its own work and be responsible for all lines, elevations, and measurements of the building, demolition work, utilities, and any other Work to be executed by Contractor under the Contract Documents. The Contractor shall verify grades, lines, levels, and dimensions indicated on the drawings to confirm that the Project will be constructed in accordance with the Contract Documents and shall notify the Architect and Owner of errors or inconsistencies before commencing Work. The Contractor shall establish and maintain a permanent benchmark, batter boards, level, and grades and shall lay out the exact location of all walls, partitions, openings, etc. The Contractor shall employ experienced and competent personnel and exercise proper precautions to verify the figures shown on the drawings for laying out Work, and will be held responsible for any error resulting from a failure to exercise such precautions.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall maintain readily accessible to the Architect and Owner at the Project site, the following documents all of which shall be "public records" within the meaning of the Ohio Public Records Act:

1. A set of Drawings and Specifications, as approved by the appropriate Authority Having Jurisdiction.

2. A neat and legible set of As-Built Drawings and Project Manuals on which:

The Contractor shall keep an accurate record of all approved changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines. Any such changes shall be noted by Change Order Number and drawn neatly in a contrasting color; and

The Contractor shall also keep record of all changes to the Specifications. When Shop Drawings are used, the Contractor shall cross-reference the corresponding sheet numbers on the As-Built Drawings and sections of the Specification.

1. A daily log at the Project site in which it has recorded Project-related information, including, but not limited to, the weather, number of workers on site for each Contractor, identification of equipment, Work accomplished, problems encountered, and other similar relevant Project data;

1. As applicable to its Work, all Bulletins, Addenda, approved Shop Drawings, Product Data, Samples,

manufacturers' installation, operating and/or maintenance instructions or requirements, certificates, warranties, Change Orders, Change Directives, other Modifications, and complete back-up data for all Change Orders, Change Directives, and other Modifications;

1. All the Contractor's communications, including but not limited to letters, memoranda, e-mail, invoices, and bills of lading, arising out of or related to the Project with the Architect, Owner, and/or its subcontractors, materialmen, and/or employees;
1. The payroll reports for its employees and the employees of its Subcontractors working on the Project;
1. Claims for the Contractor's failure to comply with the Ohio Public Records Act, if applicable, shall be claims under Section 3.18.1; and
1. Any other forms required under the terms of the Agreement.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, which the Owner may withhold in its sole discretion, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall ~~not permit employment of unfit persons or persons not properly skilled in tasks assigned to them~~ only assign competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks assigned. If the Owner or Architect deems any employee of the Contractor or a Subcontractor unsatisfactory, the Contractor will transfer or require its Subcontractor to transfer such employee from the Project immediately and replace or require the prompt replacement of such employee with a competent employee. The Owner, however, shall be under no obligation to do so.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, ~~except for those inherent in the quality of the Work the Contract Documents require or permit.~~ defects. Work, materials, or equipment not conforming to these requirements may be considered defective. ~~The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.~~ If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. If the Contractor breaches any of its obligations under Section 3.5.1, the Contractor will pay the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

§ 3.5.3 Except to the extent that the Contractor has notified the Architect in writing at least ten (10) days prior to the bid opening of specific problems with specified equipment or materials, the Contractor warrants that any equipment or materials used by the Contractor, including any equipment or materials selected from among the equipment or materials specified, will be fit for its intended purposes, compatible with the design intent, and, if the other contractors construct their work in accordance with the Contract Documents, constructible all without additional cost to the Owner. Such notice shall be conspicuously labeled at the top of the first page in not less

than twelve point type as follows: **“NOTICE OF PROBLEMS WITH SPECIFIED EQUIPMENT OR MATERIALS.”**

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use-use, commercial activity, and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor acknowledges that the Owner is a political subdivision of the State of Ohio or tax exempt organization and is exempt from state sales, and use taxes. Upon written request, the Owner will provide the Contractor with any applicable certificates of exemption.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 ~~Unless otherwise provided in the Contract Documents,~~ provided by the Owner or Architect, the Contractor shall secure and pay for ~~the building permit as well as for other permits,~~ fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 ~~If the Contractor~~ In addition to its other obligations under the Contract Documents, if the Contractor or any of its Subcontractors or Sub-subcontractors performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders and all other requirements of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

~~If~~ Subject to Section 2.3.4 of these General Conditions, and except as provided herein, if the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor,~~ Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum ~~but not in the allowances; and shall not be chargeable against the allowance;~~ and
- .3 whenever costs are ~~more than or less than~~ allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect ~~(1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2;~~ which shall be retained by the Owner. The Contractor shall timely seek and obtain a Change Order before incurring any costs in excess of an allowance.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent & Construction Supervision

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and~~ furnish in writing to the Owner and the Architect of the name and qualifications of a proposed ~~superintendent~~ superintendent in writing. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating (1) whether the Owner or the Architect ~~(1) has~~ reasonable objection to the proposed superintendent or (2) that the Architect requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not ~~change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed;~~ replace the assigned Superintendent without the Owner's consent, except with another Superintendent who is satisfactory to the Owner. If the Contractor proposes to change the Superintendent, the Contractor must submit to the Architect a written request for the change, including the justification for the change, the name and qualifications for the proposed replacement, and the time frame within which the change is proposed to take place. The Contractor shall provide promptly any related additional information the Architect or Owner requests.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, ~~promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of within five (5) days of the date of any request from the Architect or the Owner to submit scheduling information, shall submit the scheduling information for its Work to the Architect and to the Owner in such form and in such detail as requested. The Contractor shall prepare the Construction Schedule within 10 days after the Effective Date. The Construction Schedule shall include and be consistent with any applicable Milestone Dates in the Contract Documents or otherwise provided by the Owner. The Contractor shall prepare all Construction Schedules in CPM format unless provided otherwise in the Contract Documents or otherwise agreed in writing by the Owner. Each major category of work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the Date for Substantial Completion or the Date for Final Completion. The Date for Substantial Completion or the Date for Final Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.~~

- ~~each portion of the Work.~~ .1 The Contractor shall update the Construction Schedule each month;
- ~~of the Work.~~ .2 The Construction Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data, and Samples;
- ~~The schedule shall provide for the orderly progression of the Work.~~ .3 The Contractor shall, on a weekly basis, prepare and submit to the Architect and Owner a written report describing the activities begun

or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested;

to completion and shall not exceed time limits current under the Contract Documents. **4** The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion; and

The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

5 The Contractor's obligation to submit requested scheduling information is a material term of its Contract. If the Contractor fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Architect or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to submit the requested information.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule prepare and submit the submittal schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Construction Schedule submitted to the Owner and Architect, provided that the Contractor shall comply with any orders under Section 3.10.4. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the contractual dates of Substantial and Final Completion.

1 **Notice of Delays.** The Contractor shall give the Owner and the Architect verbal notice of any delay affecting the Work within two (2) business days of the commencement of the delay. In addition, the Contractor shall give the Owner and Architect written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state at the top of the first page of the notice in twelve point type or larger that it is a **"NOTICE OF DELAY."** A notice of delay shall not constitute the submission of a Claim. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

§ 3.10.4 If the Architect or the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not Substantially Complete its Work by its Date of Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, supervision, equipment, and facilities; and (iii) other similar measures (collectively referred to as "Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to Substantially Complete its Work by its Date for Substantial Completion.

1 The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 3.10.4, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

~~similar required submittals, maintain at the Project site for the Owner and the Architect the documents required by Section 3.3.4. These shall be in electronic form or paper copy, available to the Architect and Owner, and shall be delivered to the Architect in the form requested by the Owner for submittal to the Owner upon completion of the Work as a record of the Work as constructed or earlier when required by the Contract Documents.~~

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Shop Drawings shall also include but are not limited to, fabrication, erection and setting Drawings, scheduled Drawings, manufacturer's scale Drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, performance, and technical data.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

- 1 If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall specify such variations in the Contractor's letter of submittal to the Architect accompanying the submittal. Variations must be approved by Change Order.
- 2 If the Contractor's Shop Drawings or its submittals do not contain sufficient information, and the Architect must perform more than two reviews with respect to any submittal, the Contractor shall pay the additional costs and expenses incurred by the Owner as a result of such additional reviews by the Architect, and the Owner may withhold from sums due or coming due the Contractor amounts to cover such additional costs and expenses.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, ~~or will do so,~~ and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued

authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be ~~required to provide professional services in violation of applicable law.~~

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. ~~The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents.~~ The Contractor shall cause such services or certifications to be provided by ~~an appropriately licensed design professional,~~ a properly licensed design professional who shall comply with reasonable requirements of the Owner regarding qualifications and insurance and whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Instructions. Unless otherwise expressly provided in the Contract Documents, the Contractor shall provide typed or printed instructions covering the operation and maintenance of each item of equipment furnished in a notebook submitted to the Architect for review and transmittal to the Owner. The instructions, as applicable, shall include, but may not be limited to, the following:

- .1 Any schematic piping and wiring diagrams;
- .2 Any valve charts and schedules;
- .3 Any lubrication charts and schedules;
- .4 Guides for troubleshooting;
- .5 Pertinent diagrams and maintenance instructions for all equipment;
- .6 Manufacturer's parts list;
- .7 Operating and maintenance instructions for all equipment;
- .8 Manufacturer's data on all equipment;
- .9 Any testing procedures for operating tests; and
- .10 Other instructions and materials as required by the Contract Documents.

The Contractor shall provide two bound copies of the above instruction books as well as electronic copies in PDF or other format acceptable to the Owner, on or before the Substantial Completion of its Work. The books shall describe the information to be covered clearly and in detail and shall be in form and content satisfactory to the Architect and the Owner.

§ 3.12.12 Testing Following Final Completion. The Contractor will participate in training sessions for the Owner's maintenance personnel. During the first twelve (12) months following Final Completion of each part of the Project, the Contractor (without additional compensation) will participate in tests scheduled by the Owner, which test the following building systems to the extent applicable to the Contractor's Work; air conditioning system (which shall be conducted during the first full summer following the completion of the Project or at such earlier time as scheduled by the Owner), heating system (which shall be conducted during the first full winter following the completion of the Project or at such earlier time as scheduled by the Owner), and such other systems, including the electrical system, plumbing system, fire protection system, and communications systems, as reasonably requested by the Owner. The Owner will be advised when the testing will be conducted and may observe the testing. It is intended that the testing be a comprehensive series of operation tests designed to determine whether the systems are fully operational in accordance with the requirements of the Contract Documents. If it appears that any of the systems, including equipment and software, do not conform to the requirements of the Contract Documents, the Contractor will remedy the defective and/or non-conforming work as provided in Section 12.2.2.1 of these General Conditions.

§ 3.12.13 Manufacturer's Instructions or Requirements. Without waiving, modifying, or relieving the Contractor from its other obligations under the Contract Documents, including its warranties and any performance specifications, the Contractor shall furnish and install its Work in accordance with any applicable manufacturer's instructions and requirements. Prior to installation, the Contractor shall review the manufacturer's instructions or requirements, and if there is a conflict between such instructions or requirements and the Drawings and/or Specifications, the Contractor shall request clarification from the Architect prior to commencing the Work.

§ 3.12.14 The Contractor shall furnish for each submission of Shop Drawings, a sufficient number of prints so the Architect can retain four (4) copies. Where the nature of the material being submitted is such that letter size sheets are a convenient method of presentation, such sheets shall be assembled in the form of booklets with covers showing the name of the job, the names of the Contractor and subcontractor or vendor, the location on the job and a list of the sheets contained. Do not submit complete catalogues with items checked for use as shop drawings.

§ 3.12.15 After review of the submittal, the Architect will return an original of each submission to the Contractor marked "approved" or "not approved" and shall furnish promptly one copy in either case to the Owner for information and reference purposes on the job. If marked "not approved," the Contractor shall resubmit showing corrections made. After the submission has been stamped "approved," the Contractor shall distribute all necessary prints to trades involved. No Shop Drawings shall be used if not stamped "approved" by the Architect. All work shall be done in accordance with approved Shop Drawings.

§ 3.12.16 Schedules, diagrams, cuts, catalogues, data, etc., as mentioned in this Section 3.12, shall be furnished in sufficient numbers so the Architect can retain four (4) copies and the Contractor will have the necessary number for its distribution. One copy of each of these shall be furnished to the Owner by the Architect for reference on the job and for its permanent records.

§ 3.12.17 All Contractors furnishing material or equipment where shop or setting drawings are required shall obtain measurements and observe conditions at the job and indicate on their drawings that such dimensions have been field measured. The Contractor shall affix its stamp of approval on the drawings as evidence they have been checked before submitting them to the Architect for approval. Where information from one Contractor is required by another before drawings can be made, that information shall be given in sufficient time to cause no delay on the part of either party.

§ 3.12.18 The Contractor shall maintain a separate complete clean set of all shop drawings, data, and correspondence pertinent to maintenance requirement. This complete file shall be submitted to the Owner upon Substantial Completion. Drawings shall contain all changes made during construction.

§ 3.12.19 The Contractor shall keep a complete record of all drawings including dates of issuance, receipt, and approval. A second set shall be maintained at the Project job site.

§ 3.12.20 When the Contractor requests a change in any item which will involve a change in related items or components, the Contractor requesting the change shall be responsible for, and pay all costs in connection with such changes. Changes shall be recorded on shop

§ drawings.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders and all other requirements of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.1.1 Damage to road, features, or the grounds, resulting from hauling, storage of materials, or other activities connected with the Work, will be repaired by the Contractor at its expense to the satisfaction of the Architect.

§ 3.13.2 Signage. The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 3.13.3 Restricted Activities. Unless expressly permitted by the Contract Documents or by the Owner in writing, the Contractor shall not interfere with the Owner's ongoing operations, shall not permit any of its employees or its Subcontractor's or materialmen's employees to use any existing facilities on the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas, and shall not permit its employees or its Subcontractor's or materialmen's employees to bring any tobacco products, alcoholic beverages, controlled substances, or firearms onto the Project site or any other property owned or controlled by the Owner. Additionally, the Contractor shall not permit its employees or its Subcontractor's or materialmen's employees to use any headphones, radios, tape, or music players, or sound amplification equipment at or near the Project site.

§ 3.13.4 The Contractor shall conspicuously post notice of the prohibitions listed in the preceding subparagraphs at the Project site in the same locations as OSHA notices are required to be posted, and shall verbally inform all of the Contractor's employees and the employees of the Contractor's Subcontractors and materialmen, regardless of tier, of such

§ prohibitions.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Patching resulting from operations of any Contractor shall be performed by workers skilled in the trade being patched, and paid for by the Contractor causing such patching.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. At weekly intervals and as directed by the Owner, the Contractor shall clean up the job. The Contractor shall remove all discarded materials, rubbish, and debris from the premises, taking care to avoid scattering debris along the path of travel. The Contractor shall have a dumpster on the site so as to maintain clean and safe conditions throughout the duration of the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. The Architect's determination of the costs to be charged to the Contractor shall be final and binding.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. The Contractor is responsible to provide necessary and proper facilities for such access and observation and to provide access to the Work in preparation and progress for special inspections required by the building department or authority having jurisdiction.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a copyright or patent is discovered by, or made known to, the Contractor, patent, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify~~ indemnify, defend, and hold harmless the Owner, Architect, Architect's consultants, and ~~agents~~ the officers, directors, partners, consultants, subcontractors, agents, and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. claims (whether alleged or proven), demands, costs, losses, and/or damages, including but not limited to all fees and charges of architects, engineers, attorneys, and other professionals and all court, arbitration, or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, caused or alleged to have been caused by the Contractor's performance of the Work, including but not limited to the Contractor's negligent performance of the Work, or any breach of the Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Compliance with Demolition Laws

The Contractor will, at the Contractor's expense, fully comply with all statutes and regulations regarding notification and disposal of construction and demolition debris, including, without limitation, Ohio Revised Code Chapter 3714 and the regulations enacted thereunder.

§ 3.20 Underground Utility Facilities

§ 3.20.1 The Contractor, at least two (2) working days prior to commencing any construction in an area that may involve underground utility facilities, shall give notice to the Architect and the Owner and to the registered underground utility protection services and the owners of underground utility facilities shown on the Drawings and Specifications.

§ 3.20.2 The Contractor shall notify immediately the occupants of any premises near the Work and the Architect and the Owner as to any emergency that it may create or discover. The Contractor shall notify immediately the operator of any underground utilities and the Architect and Owner of any break or leak in the lines of such operator or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation.

§ 3.21 Records and Audits

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to review and audit the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, records of time spent by each person performing work on the Project, and time spent on all other projects; such time and payroll records shall include the location of services, detailed description of time and work on this Project and any other projects (redacting the client name or description to the extent necessary) and the Contractor shall preserve these for a period of four (4) years after final payment, or for such longer period as may be required by law.

The Contractor shall make all such records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, timesheets, payroll, and other data relating to this Project, available to the Owner and the Owner's accountants in a location designated by the Owner at the time of the Owner's request. In the event that the Contractor's records are not available at the agreed upon time or place, or in the event that the Owner finds incomplete records or inaccurate accounting of paid expenses, the Contractor shall reimburse the Owner for its time, travel, and related expenses, and the Contractor shall reimburse the Owner the full amount of any discrepancies or overages.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the ~~Owner, Contractor, Owner~~ and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and the Owner's agreement with the Architect and will be an Owner's representative during construction until the date the Architect issues the final Certificate for ~~Payment~~. Payment and for such additional periods as the Owner and Architect may agree. The Architect will have authority to act on behalf of the Owner only to the extent provided in the ~~Contract Documents~~. Documents and as authorized by the Owner.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 ~~On~~ If required in the Owner's agreement with the Architect, on the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications -Facilitating Contract Administration

~~The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Except as otherwise~~

provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Separate Contractors under contract directly with the Owner shall be through the Owner. ~~The Contract Documents may specify other communication protocols.~~

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts that are due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not ~~the such~~ Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 ~~The~~ If required in the Owner's agreement with the Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or or, unless otherwise specifically stated by the Architect,~~ of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare ~~Change Orders-Bulletins, Change Orders,~~ and Construction Change Directives, and may ~~order~~ authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the ~~date of final completion;~~ Date of Final Completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and ~~issue-execute and distribute~~ a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. ~~The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives-such~~ Project representatives shall be consistent with these General Conditions.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Copies of all Requests for Information shall be copied to the Owner by the Contractor at the time they are submitted to the Architect.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final as to the Contractor if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them and the Contractor establishes the Architect's delay in responding delayed the critical path of the Work. In its requests for information, the Contractor shall clearly identify the number of business days for the Architect to review and respond without any potential impact to the critical path or potential delay.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Contractor shall bid the Subcontracts in accordance with Ohio law. Unless otherwise stated in the Contract Documents, Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and the Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 fourteen (14) days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day-fourteen (14)-day period shall constitute notice of no reasonable objection. Copies of all bids or other proposals from Subcontractors or Sub-subcontractors shall, upon the request of the Owner or Architect, be submitted to the Owner and the Architect.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made ~~reasonable and~~ timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has ~~reasonable an~~ objection to a person or entity proposed by the Contractor, the Contractor shall propose within 10 days another to whom the Owner or Architect has no ~~reasonable~~ objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect ~~makes reasonable objection to such substitution objects to such substitute.~~ The Owner, through the Architect, may require the Contractor to change any Subcontractor previously approved and, except as provided hereafter, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change. If the Contractor is in default because of the Subcontractor's performance, then the Contractor shall not be entitled to

any adjustment in the Contract Sum and shall remain liable to the Owner for any damages or losses caused by such default.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor~~; Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in ~~cost~~ direct costs incurred by the Subcontractor resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, ~~and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract and/or award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall ~~provide for coordination of~~ coordinate the activities of the Owner's own forces and of each Separate Contractor-Contractor, if any, with the Work of the Contractor, who shall cooperate with them. ~~The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.~~

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall ~~have the same obligations and rights that the Contractor has~~ be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly ~~notify the Architect of~~ report to the Architect apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to ~~notify the Architect of apparent discrepancies or defects prior to proceeding with the Work so~~ report shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~ Work, except as to defects not then reasonably discoverable.

§ 6.2.3 ~~The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~ [Not Used.]

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor-Contractor, if any, shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible. The Architect's decision allocating the cost shall be final and binding on the Contractor and the Owner.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. To be valid, all changes involving an increase in the Contract Sum must have any required funding certificates attached to them.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The

Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 All such Changes in the Work shall be submitted with any required backup documentation to the Owner and Architect in writing in advance of performance of the Work and must be approved by the Owner in writing prior to commencement of the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3. Notwithstanding the method used to determine the adjustment to the Contract Sum, the Contractor must provide documentation to support any cost included in the request. Documentation may include invoices and time records related to the costs, but must be in a form acceptable to the Architect and Owner. Costs included in any Change Order request must be limited to those in Section 7.3.7, unless provided elsewhere in the Contract Documents or agreed to by the Owner and Architect.

§ 7.2.3 The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct, indirect, and cumulative costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. The Contractor shall not proceed with any change in the Work without a signed Change Order, Construction Change Directive, or Minor Change in the Work notice. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or Contract Time for the related work.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 ~~Cost-Subject to a not-to-exceed amount, a cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or~~
- .4 As provided in Section 7.3.4.7.3.7; or
- .5 Except where unit prices are applicable, that the Contractor agrees and represents to the Owner for the Owner's reliance that all Change Order or Change Directive pricing submitted by the Contractor shall be based on the Contractor's actual costs or the Contractor's reasonable estimate of what would be its actual costs plus permitted overhead and profit.

§ 7.3.4 [Not Used.]

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with

the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and ~~present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.~~ present a true and accurate itemized accounting of all labor and material with appropriate supporting data. If the Architect prescribes a format for such accounting, the Contractor shall provide the accounting in such format. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section ~~7.3.4-7.3.7~~ shall be limited to the following:

- ~~.1~~ Costs of labor, including social security, old age, and unemployment insurance, applicable payroll taxes, fringe benefits required by agreement or custom, and workers' compensation insurance, and other employee costs approved by the Architect. ~~Contractor pricing information shall include the number of hours and rate of pay for each classification of worker;~~
- ~~.2~~ Costs of ~~materials,~~ materials (including any and all discounts, rebates, or related credits, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- ~~.3~~ Rental costs of machinery and equipment, exclusive of hand tools, minor equipment, simple scaffolds, etc. whether rented from the Contractor or others; others. Charges for certain non-owned heavy or specialized equipment may be invoiced at up to 100% of the documented rental cost. The Contractor shall submit copies of actual paid invoices to substantiate rental costs; Charges for certain Contractor-owned, heavy or specialized equipment may be invoiced at up to 100% of the cost listed by the current edition of the Associated Equipment Dealers Green Book rental rates and specifications for construction equipment. No recovery will 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 should not be allowed;
- ~~.4~~ Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the ~~change; and Work/change;~~
- ~~.5~~ Costs-Additional reasonable costs of supervision and field office personnel directly attributable to the change; change; and

§ 7.3.5 If the ~~Contractor~~ disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
6 Total cumulative overhead and profit for all Subcontractors and Contractor

§ 7.3.6 Upon receipt of a Construction ~~Change~~ Directive, the Contractor ~~shall~~ promptly proceed with ~~the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.~~ on any add or deduct Change Order shall not exceed 15% of the total cost of

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum ~~and~~ Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. labor and material.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change order that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the ~~Architect.~~ Architect plus the credit for overhead and profit. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, or decrease if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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

§ 7.3.12 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.13 The Contractor shall not be reimbursed for the following costs:

- .1 Employee Profit Sharing Plans regardless of how defined or described, the Contractor will pay these charges from Contractor profit and will not be reimbursed
- .2 Voluntary Employee Deductions (e.g., United Way Contributions, U.S. Savings Bonds, etc.)

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in ~~writing~~ writing conspicuously marked at the top of the order as a "MINOR CHANGE IN THE WORK" and signed by the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 ~~The date of commencement~~ Date of Commencement of the Work is the date established in the Agreement.

§ 8.1.3 ~~The date~~ Date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) ~~an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor;~~ (2) ~~by changes ordered in the Work;~~ (3) ~~by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control;~~ (4) ~~by delay authorized by the Owner pending mediation and binding dispute resolution; or~~ (5) ~~by other causes that the Contractor asserts, and the Architect determines, justify delay,~~ an Excusable Delay as set forth in Section 15.1.6.3, then subject to the agreement of the Owner, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 ~~If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.~~ [Not Used.]

§ 9.2 Schedule of Values

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, Within 10 days of the Effective Date, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, for the Architect's review and approval, allocating the entire Contract Sum to the various portions of the Work. The schedule of values-Schedule of Values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, By submitting such Schedule of Values, the Contractor represents for the reliance of the Architect and the Owner that the allocation of the values to the portions of the Work is a fair and reasonable estimate of such allocation. Once approved, the Contractor will not change the allocations in the Schedule of Values without the Architect's further approval. The Architect may from time to time require the Contractor to adjust such schedule if the Architect determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the Schedule of Values as required by the Architect within ten (10) days. This schedule, with any adjustments approved by the Architect shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values-Schedule of Values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. The Contractor shall include a separate line item in its Schedule of Values for its Project Superintendent.~~

§ 9.2.1 The Contractor will identify in its Schedule of Values a line item entitled "As-Built Drawings and Record Documents." The Scheduled Value for this item will be one and one-half percent (1.5%) of the Contract Sum for contracts with a Contract Sum of \$1,000,000 or less, and one percent (1%) of the Contract Sum for contracts with a Contract Sum greater than \$1,000,000. When As-Built Drawings and Record Documents are received and reviewed by the Architect, and a letter is forwarded to the Owner affirming the completeness of these documents, these costs may be released. At the Owner's discretion, the costs dedicated to this Scheduled Value may be adjusted to reflect adjustments to the Contract Sum due to approved change orders. Unless specifically approved in writing by the Owner, retained funds will not be released until As-Built Drawings and Record Drawings are received, reviewed, and deemed complete by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least ~~ten~~ three days before the date established in Section 9.3.1.3 for each progress payment, the Contractor shall submit to the ~~Architect an itemized~~ Owner and Architect a draft Application for Payment prepared in accordance with the ~~schedule of values,~~ Schedule of Values, if required under Section 9.2, for completed portions of the Work. The ~~application~~ draft Application for Payment shall be reviewed and adjusted, if necessary, by the Architect and returned to the Contractor. The Application for Payment, as reviewed and adjusted by the Architect, shall be notarized, if required, and ~~supported by all~~ be re-submitted with all the documentation required to be submitted with such Application for Payment, and any other supporting documentation required by the Contract Documents, Contractor's Payment Application Checklist, and by the Architect. The percentage completion of each portion of the Work shall be consistent with the ~~then current~~ current Construction Schedule for the Project. The Application for Payment will be in the form and submitted with the number of copies and all related documents as required by the Contract Documents. The Contractor also shall submit with its Application for Payment and such other documents and/or data substantiating the Contractor's right to payment that ~~the Owner or Architect as Owner or Architect may~~ require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Contractor shall also provide its monthly report detailing the Project's progress to date, projected progress for the next thirty (30) days and current project financial summary, including but not limited to:

- .1 The balance of any construction allowances and summary list of how the allowances have been expended to date.
- .2 A change order log showing any proposed, pending, and approved change order expenses to date.
- .3 Complete breakout showing the total completed and/or stored materials, labor, and equipment on the Project as of the date of the payment application, and anticipated schedule of payment applications detailing projections for the value of completed and/or stored materials, labor, and equipment, month by month, through the end of the Project.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Contractor shall submit its Application for Payment to the Architect on AIA Documents G-702 and G-703 and Certification or such other format as the Owner specifies, on or before the twenty-fifth (25th) day of each month for Work completed to that date. The Owner will issue payment to the Contractor within thirty (30) days from the date of its receipt of the certified Application for Payment from the Architect and in compliance with all of the Owner's policies, procedures, and documentation requirements.

§ 9.3.1.4 Beginning with the second Application for Payment, the Contractor will submit (a) a release and/or waiver of claims, including a waiver of all lien rights, in the form included in the Contract Documents or required by the Owner for itself and each of its Subcontractors and Suppliers, regardless of tier, for the work performed to date on the Project and for the value of the work performed during the current billing period (b) a complete list of its Subcontractors and Suppliers in the form included in the Contract Documents or as required by the Owner, and (c) a completed Application for Payment Checklist in the form required by the Owner. The Owner shall not have an obligation to pay the Contractor pursuant to an Application for Payment without the corresponding releases and/or waivers of claims and the complete list of the Contractor's Subcontractors and Suppliers. A final waiver of lien in the form included in the bid package, for the total value of each subcontract shall be included with the final Application for Payment for each subcontract and with the Contractor's final pay application for the Project. The total of the lien waivers shall match the total amount paid to the Contractor, inclusive of all approved change orders.

§ 9.3.1.5 Partial payments to the Contractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Application for Payment that shows the total Contract completion at 50 percent or greater, pursuant to Ohio Revised Code Section 153.12. For materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work partial payments to the Contractor shall be made at the rate of 92 percent of the amount invoiced, in accordance with the Ohio Revised Code. After the Contract is 50 percent complete

as evidenced by payments in the amount of at least 50 percent of the Contract Price to the Contractor, no additional funds shall be retained from payments for labor. The Owner will withhold retainage from the amount set forth in the Application for Payment approved by the Architect, as provided in the Contract Documents.

§ 9.3.1.6 Documentation. Upon request, the Contractor immediately will supply the Owner and the Architect with such information as may be requested as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and Material Suppliers have been paid to them. The failure to provide such information shall be justification for withholding payment to the Contractor.

§ 9.3.1.7 Retainage or Other Escrow Account. Owner and Contractor acknowledge that R.C. 153.63 provides that retained and detained funds will be deposited into an escrow account governed by an escrow agreement with a third party escrow agent. If Contractor wishes to have funds so deposited, (1) Contractor must provide written notice to the Owner of the request for an escrow account prior to submission of the first pay application, (2) Contractor will be responsible for all expenses associated with the escrow agent and escrow account beyond the interest income from the account, which will be paid for out of the principal amount deposited into the escrow account, and (3) Contractor must enter into a mutually agreeable written escrow agreement with the Owner and the escrow agent. If the Contractor does not request an escrow account prior to the submission of the first pay application or, in the event Contractor does timely request an escrow account before submission of the first pay application, if Contractor cannot (or does not) agree to a mutually agreeable escrow agreement, the Contractor consents to the following: (a) Owner may deposit funds into a savings or checking account established by the Owner (which may also contain other funds); (b) Owner will not be serving in a fiduciary capacity while holding the funds; (c) Owner is not required to deposit the funds into a separate escrow account governed by an escrow agent; and (d) the foregoing satisfies the Owner's obligations under R.C. 153.63 as it pertains to both R.C. 153.12 (retained funds) and 1311.28 (detained funds).

§ 9.3.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities that making a claim by reason of having provided labor, materials, and equipment relating to the Work. The Contractor agrees to bond off any lien filed on the real property on which the Project is located, the Owner's interest in such real property, and/or the remaining balance of the Contract Sum by providing a bond meeting the requirements of the Ohio Revised Code. The Contractor shall do so within sixty (60) days of the filing of the lien.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) properly completed Application for Payment and Contractor's Payment Application Checklist (if required) and Certification, the documentation described in the Contractor's Payment Application Checklist and Certification, and such other documents and/or data substantiating the Contractor's right to payment as the Owner or Architect may require, either issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment Contractor, for such amount as the Architect determines is properly due, and or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire

Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data ~~in comprising~~ the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, and that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** ~~defective Work not remedied;~~ remedied or the Contractor is in default of the performance of any of its obligations under the Contract Documents including but not limited to: failure to provide sufficient skilled workers, failure to provide scheduling information as provided in Section 3.10.1, failure to prepare the Construction Schedule as provided in Section 3.10.1, failure to conform to the Construction Schedule, and/or failure to coordinate its Work with the work of other contractors, if any;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or a Separate Contractor;
- .6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~
- .7** ~~repeated failure to carry out the Work in accordance with the Contract Documents;~~ Documents; or
- .8** the Contractor is in default of the performance of any of its obligations under another contract it has with the Owner.

§ 9.5.2 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~ [Not Used.]

§ 9.5.3 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or ~~supplier~~ material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the ~~Contractor~~ Architect shall reflect such payment on ~~its next Application~~ the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall ~~make payment in the manner and within the time provided in the Contract Documents,~~ issue payment to the Contractor as set forth herein and shall so notify the Architect.

§ 9.6.2 The Contractor shall ~~pay each Subcontractor, no later than seven days after promptly,~~ within the time period required by Ohio law, pay each Subcontractor upon receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Neither the Contractor nor its Subcontractors shall withhold retainage from its Subcontractors or their sub-subcontractors beyond the retainage withheld by the Owner from the Contractor.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, ~~through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution,~~ Owner does not pay the Contractor the amount certified by the Architect within thirty (30) days after receipt of the certified Application for Payment for the Architect and the Owner has no other basis to withhold payment pursuant to the Contract Documents, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work ~~or designated portion thereof~~ is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy ~~or~~ and utilize the Work for its intended use. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

§ 9.8.1.1 Date for Substantial Completion

The Date for Substantial Completion is the Date for Substantial Completion as set forth in the Owner-Contractor Agreement. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of any dates in the Construction Schedule.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final ~~payment~~ payment together with all required documents neatly bound and indexed. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When a specific manufacturer's warranty is required by the Specifications, the Contractor shall state in writing to the Architect that all the manufacturer's requirements for the issuance of the warranty has been completed and that the Work is ready for the Architect's and Owner's inspection. All manufacturer's warranties required for the Work shall commence as of the Date of Substantial Completion stated on the certificate issued by the Architect.

§ 9.8.3 Upon receipt of the Contractor's ~~list~~ list and the documents required by Section 3.12.11 neatly bound and indexed, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize ~~the Work or designated portion thereof for its intended use, the Work, and the Work is Substantially Complete~~, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 Time for Completion of Items on List and Remedies. The Contractor shall complete all items on the list accompanying the Architect's Certificate of Substantial Completion by the Date of Final Completion set forth in the Owner-Contractor Agreement for the Project. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If the balance of the Contract Sum is insufficient, the Contractor will pay the Owner the balance on demand. The Contractor's warranties and obligations under the Contract Documents shall remain in full force and effect and cover any remedial work even if performed by others. If more than one inspection by the Architect for purposes of evaluating corrected Work is required, the Contractor shall pay the additional costs and expenses incurred by the Owner as a result of more than one inspection by the Architect, and the Owner may withhold from sums due or coming due the Contractor amounts to cover such additional costs and
§-expenses.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and consistent with Section 9.8.3.1 shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 ~~The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of~~ Upon receipt of the Certificate of Substantial Completion from the Architect and consent of the Contractor's surety if any, the Owner shall make payment of retainage applying to the such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the ~~Contractor~~, Contractor and/or with the Architect's approval, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. In the event of a disagreement about such responsibilities, correction period, or commencement of warranties, the Architect will resolve the disagreement, and the Architect's decision will be final and binding. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the ~~Architect~~, Architect, which shall be final and binding.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for ~~Payment~~, Payment and a properly completed Contractor's Payment Application Checklist (if required), all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Architect, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, including all required documents submitted, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 Final Completion Defined

Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Architect all documents required to be submitted to the Architect for final payment.

§ 9.10.1.2 Date for Final Completion

The Date for Final Completion is the Date for Final Completion as set forth in the Owner-Contractor Agreement. The Date for Final Completion shall only be changed or modified by Change Order, or other Modification, or a Claim that is Finally Resolved, regardless of any dates in the Construction Schedule.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in ~~effect~~, effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the

Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

Unless otherwise provided in the Contract Documents, the final Application for Payment shall be itemized, and the Contractor shall ensure that the final Application for Payment transmitted to the Architect also is accompanied by the following additional documents, if not previously delivered to the Architect:

- .1 Evidence that all Completion/Punchlist items have been completed;
- .2 Where applicable, keys and keying schedule;
- .3 The documents, including as-built set of Drawings and Specifications, referred to in Section 3.3.4 in both hard copy and electronic file (in the format requested by the Owner) not otherwise required by the Contract Documents to be delivered earlier; and
- .4 Other documents required by the Contract Documents.

§ 9.10.3 If, after Substantial Completion of the Work, ~~final completion~~ Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting ~~final completion~~, Final Completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from or related to:

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; ~~or~~
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final ~~payment~~ payment;
- or
- .5 any claims, damages, losses, or expenses for indemnification under Section 3.18.1.**

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a ~~material~~ supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the ~~Contract~~ Contract, including compliance with OSHA and other state and federal regulations applicable to the Work. The Contractor's safety program shall be written and a copy maintained at the Project site for inspection, upon request. Neither the Owner nor the Architect accept any responsibility or liability for the safety of the Contractor's employees or for enforcing the Contractor's safety program. Additionally, the Contractor shall comply with the Owner's rules, regulations, and policies.

§ 10.2 Safety and Health of Persons and Property

§ 10.2.1 The Contractor shall take all reasonable precautions for safety and health of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected ~~thereby~~ thereby, including the Owner's employees, employees of other contractors, their subcontractors, material suppliers, and persons on the site or adjoining property;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a ~~Sub-subcontractor~~ Sub-

subcontractor and/or the Work of any other contractor and the materials and equipment to be incorporated in such Work; and

- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall not bring any hazardous materials onto the Project site unless expressly required by the Contract Documents.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. In the event of a dispute about who is responsible for damage and loss to such property, the issue shall be submitted to the Architect and the Architect's decision shall be final and binding on the respective parties.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party the Contractor suffers injury or damage to person or property because of an act or omission of the other party, Owner, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. The Owner is legally responsible, the Contractor shall submit a Statement of Claim Form for such injury or damage as required by Section 15.1.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify-report the condition to the Owner and Architect of the condition in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, Documents upon written request, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the such material or substance or who are to perform the task of removal or safe containment of the material or substance. ~~The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (i) the Owner causes remedial work to be performed that results in the hazardous substance being rendered harmless; (ii) the Owner and the Contractor, by written agreement, decide to resume performance of the Work; or (iii) the Work may safely and lawfully proceed using appropriate protective measures, as determined by a competent person employed by the Owner.~~ By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. The term "rendered harmless" shall be interpreted to mean that exposure levels of asbestos and polychlorinated biphenyl (PCB) are less than any applicable exposure standards set forth in OSHA regulations.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~ [Not Used.]

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3~~ for hazardous materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. Hazardous materials shall be identified by a Material Safety Data Sheet (MSDS). These MSDS's shall be submitted by the Contractor to the Owner prior to that material being used on the Project. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 ~~The Contractor shall~~ In addition to the Contractor's obligations in Section 3.18 and elsewhere in the Contract Documents, the Contractor shall indemnify and reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~ [Not Used.]

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, without special instructions or authorization, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Nothing in this section will be construed as relieving Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. Contractor will provide Owner a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance and Bonds

§ 11.1.1 The Contractor shall purchase from and maintain in an insurance company or insurance companies approved by the Owner and licensed to do business in the State of the types Ohio such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

and limits. 1 Claims under workers' compensation, disability benefit, and other similar employee benefit acts that are applicable to the Work to be performed;

2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

of liability, containing. 3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

4 Claims for damages insured by usual personal injury liability coverage;

the endorsements. 5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

and subject. 7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than five (5) years following final payment; and

to the terms. 8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

and conditions, as described in the Agreement or elsewhere in the Contract Documents. § 11.1.2 The insurance required by Section 11.1.1 shall include at least the specific coverages and be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, shall be maintained without interruption from the Date of Commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The minimum limits of liability for the required policies shall be not less than the following, unless a greater amount is required by law:

1 Commercial General Liability ("CGL"): Bodily injury (including death and emotional distress) and property damage with limits of \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate. CGL shall include: (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal Injury, (ix) Stopgap liability; (x) per project aggregate endorsement ; and (xi) an endorsement redefining "occurrence" to include property damage arising from the faulty workmanship performed by the Contractor or on the Contractors' behalf by Subcontractors.

2 Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and emotional distress) and property damage with a combined single limit of \$1,000,000 each accident.

3 Workers' compensation with policy limits as established by Ohio law.

shall purchase and § 11.1.2.2 Such policies shall be supplemented by an umbrella policy in the amount of \$5,000,000 each occurrence and \$5,000,000 aggregate.

maintain the required insurance from an § 11.1.2.3 The Contractor shall maintain Pollution Liability insurance with a limit for any one incident of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000.

insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in § 11.1.2.4 By requiring such insurance

and insurance limits herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Owner.

§ 11.1.2.5 [Not Used.]

~~the Contract Documents.~~ **§ 11.1.2.6** Products and completed operations coverage shall commence with the certification of the final Certificate for Payment to the Contractor and extend for not less than the applicable Statute of Repose.

~~§ 11.1.2 The Contractor shall provide surety bonds.~~ **11.1.2.7** The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

~~of the types, for such penal sums,~~ **§ 11.1.2.8** All liability policies required in Section 11.1 shall include an additional insured endorsement naming the Owner and Architect, and any other individuals or entities identified in these General Conditions, all of whom shall be listed as additional insured, and include coverage for the respective officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured. The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds.

§ 11.1.2.9 All liability policies required in Section 11.1 shall be primary and non-contributory.

~~and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain.~~ **§ 11.1.3** Certificates of insurance acceptable to the Owner, copies of endorsements, and other evidence of insurance requested by the Owner or any other additional insured, prior to commencement of the Work, shall be delivered to the Owner with copies to each additional insured identified in these General Conditions, when the Contractor delivers the executed counterparts of the Agreement to the Owner and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, materially changed with respect to coverage for the Project, or allowed to expire until at least 30 days' prior written notice has been given to the Owner and Contractor and to each other additional insured identified in the General Conditions to whom a certificate of insurance has been issued. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. Prior to commencing the Work, the Contractor shall provide the Owner with the specific additional insured endorsement that names the Owner as well as copies of the waiver of subrogation and primary and contributory endorsements.

~~the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~ **§ 11.1.3.1** Prior to commencing the Work, the Contractor shall furnish to the Owner, through the Architect, one copy of each of the Certificates of Insurance required herein. The Certificates of Insurance shall specifically set forth evidence of all coverage required by Section 11.1. The form of certificate shall be the form prescribed by the Owner, which shall be the ACORD Form 25 (2009/09 or more recent). The Contractor shall furnish to the Owner copies of any endorsement that is subsequently issued by amending coverage or limits.

~~§ 11.1.3 Upon the request of any person.~~ **11.1.4** In no event will any failure of the Owner to receive certified copies or certificates of policies required under Section 11.1 or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to this Article 11. The obligation to procure and maintain any insurance required by this Article 11 is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

~~or entity appearing to be.~~ **§ 11.1.5** If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under Section 11.1, the Owner may but shall not be obligated to, upon five (5)

days written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy **§ 11.1.6** When any required insurance, due to the attainment of a normal expiration date or renewal date expires, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

§ 11.1.7 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to the Project separately.

§ 11.1.8 The Contractor shall require each of its Subcontractors to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Owner and Architect, and any of their employees and agents, as additional insured under the Subcontractor's CGL policy. The additional insured endorsement included on the Subcontractor's CGL policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insured have other insurance that is applicable to be furnished the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.4-11.1.9 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Liability Insurance

§ 11.2.1 The Owner-Owner, at the Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance.

§ 11.2.2 [Not Used.]

§ 11.2.3 [Not Used.]

§ 11.3 Property Insurance

shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required **§ 11.3.1 Builder's Risk Insurance.** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy for the Project in the amount of the initial Contract Sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project.

insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. § 11.3.1.1 The builder's risk insurance obtained shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in § 11.3.1.1 If applicable, property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work, nor shall such insurance cover any materials or equipment before these materials and equipment are physically incorporated into the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment and materials and equipment. Any policy obtained by the Contractor under this Section 11.3 and related sections shall include a waiver of subrogation in accordance with the requirements of Section 11.3.8. If the Work is located in a Special Flood Hazard Area, as defined by the Federal Emergency Management Agency, the Contractor shall provide an endorsement to the property insurance policy that provides coverage for physical loss or damage caused by flood.

the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, § 11.3.1.2 When it is available, the party providing the builder's risk insurance shall provide to the other party with written proof of the builder's risk insurance upon written request.

the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When § 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay such deductibles, however, that if the cause of any loss payment under such insurance or self-insurance is the fault of Contractor, the Contractor shall pay such deductible.

the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event § 11.3.1.4 The builder's risk insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged § 11.3.1.5 This property insurance must allow for partial utilization of the Work by the Owner and shall contain no partial occupancy restriction for the Project by the Owner. Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurers providing the property insurance pursuant to Section 11.4 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurance company or companies providing property insurance shall consent to such partial occupancy or use by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any partial use or occupancy.

to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs § 11.3.1.6 Damages to Other Property. The maintaining of such insurance as outlined in Section 11.1 shall in no way constitute a waiver of the Contractor's legal liability for damage to any adjoining buildings or existing buildings or their contents or the Work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or its Subcontractors or others under its control or direction.

and damages attributable thereto. § 11.3.1.7 This property insurance must include testing and startup.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration 11.3.2 Boiler and

Machinery Insurance. The Owner, at the Owner's option, may purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Work, and the Owner and Contractor and any other individuals or entities identified in the Contract Documents and the officers, directors, partners, employees, agents, and consultants of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless **§ 11.3.3 Loss of Use Insurance** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by **§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by **§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal, or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.8 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost **§ 11.3.6** The Owner shall maintain copies of the policies of insurance it is required to purchase and maintain hereunder at its offices and shall permit the Architect or the Contractor to inspect the policies during normal business hours and upon reasonable advance written notice.

of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance. **§ 11.3.7** All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Section 11.3 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to the Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with these General Conditions.

§ 11.3-11.3.8 Waivers of Subrogation

§ 11.3.4 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance and builder's risk insurance applicable to the Work, except such rights as they have to proceeds of such insurance. insurance held by the Owner in good faith. The Owner or Contractor, as appropriate, shall require similar written waivers require, by appropriate agreements, similar written waivers each in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this

waiver of subrogation. This ~~if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) and whether or not the person or entity had an insurable interest in the damaged property.~~

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

~~§ 11.5.1-11.3.9~~ A loss insured under the Owner's property insurance required by the Agreement shall be adjusted by the Owner as fiduciary in good faith and made payable to the Owner as fiduciary in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor ~~11.3.10~~. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. ~~11.3.10~~ The Owner in good faith shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within fifteen days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 15.3 and 15.4. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner in good faith shall make settlement with insurers, or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner **§ 11.3.11** If required in writing by a party in interest, the Owner in good faith shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received in good faith. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4. Performance Bond and Payment Bond

Contractor shall execute a Change Order for reconstruction of the damaged **§ 11.4.1** The Contractor shall provide a contract bond to guaranty payment and performance of the Work, as required by Ohio law. When the Contractor delivers the executed counterparts of the Agreement to the Owner, the Contractor shall deliver such bond to the Owner, along with other documents as may be required.

or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement § 11.4.1.1. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet with the requirements of the Agreement or Ohio law, the Contractor shall promptly notify the Owner and the Architect and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the Contract Documents and Ohio law.

or the allocation of the proceeds, § 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work. § 11.4.3 Material Default or Termination. If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and within 21 days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within 21 days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor, Architect, and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of such 21 day period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all the requirements of the Contract Documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 11.4.3 is in addition to the Owner's rights under Section 14.2.2 and is not intended to create any rights of the surety, including but not limited to the right to takeover the Contractor's obligations.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, such costs and the cost of correction, shall be at the Contractor's expense. correction shall be at the Contractor's expense unless the condition was caused by the Owner or a Separate Contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The In addition to the rights and remedies under Section 2.5, the Contractor shall promptly correct Work rejected by the Architect or Owner for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor

shall ~~correct it promptly after receipt of~~ begin to correct it within 2 business days after receipt of written notice from the Owner to do so, so and complete such correction within 30 days after receipt of such notice, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within ~~a reasonable time during that period~~ 30 days after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and does not limit any warranty period under these Contract Documents, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. Any such acceptance shall be in writing and executed by a representative of the Owner who has been expressly authorized to do so.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's~~ choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~located.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 ~~No-Except as otherwise provided in the Contract Documents, no~~ action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall provide proper facilities at all times for inspections and tests of work by the Owner and other authorities having jurisdiction over the Project. The Contractor shall remove any water used in conducting such tests and inspections in a manner so as not to discharge the water on any portions of the Work or damage any portion of the Work. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for the Agreement is executed, and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

~~so require.~~ § 13.4.1.1 If Laws and Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the Architect the required certificates of inspection or approval. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.4.1.2 The Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the Owner's and Architect's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the Owner and Architect. Tests required by the Contract Documents to be performed by the Contractor that require test certificates to be submitted to the Owner or Architect for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

1. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories.
2. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction" as applicable.
3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Institute of Standards and Technology or accepted values of natural physical constants.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense. Neither the observations by the Owner or its designated representative, nor inspections, tests, or approvals by persons other than the Contractor, shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered in duplicate to the Owner and the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at zero percent (0%).

§ 13.6 Time Limits on Claims. As between the Owner and Contractor, the statute of limitations shall commence as provided in current Ohio law.

legal rate prevailing from time to time at the place where the Project is located. **§ 13.7 Attorney-Client Confidential and Privileged Communications.** The Contractor acknowledges and agrees that the Owner's legal counsel may from time to time provide legal services to the Project and that in doing so may communicate with the Architect. The Contractor agrees that such communications will be privileged communications and, if there is a Claim contemplated or pending, any written communications will be confidential work product.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30-90 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, Work under direct or indirect contract with the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as including reasonable overhead and profit on Work ~~not~~ executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors ~~for materials or labor or~~ suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents~~ Documents, including but not limited to failure to maintain the Construction Schedule or failure to correct defective and/or non-conforming Work.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the ~~surety~~ surety as expressly stated in the applicable surety bond:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

As set forth in this section, the Owner's termination of the Contractor is without prejudice to any other rights and remedies of the Owner, including but not limited to the Owner's rights and remedies under the Contract Document and at law, all of which shall survive termination.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other ~~costs or~~ damages incurred by the Owner and not expressly waived, including but not limited to the Owner's attorneys' and consultants' fees and expenses, arising out of or related to the termination, such excess shall be paid to the Contractor. If such ~~costs~~ costs, other costs, and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 ~~The~~ Upon three business days written notice to the Contractor and Architect, the Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the ~~Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~ Contractor shall be entitled to receive payment for Work properly executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The Contractor's Claims must be initiated by submitting the Statement of Claim Form ("Claim Form") included with the Contract Documents to the Architect and the Owner, properly completed in accordance with the instructions accompanying the Form and submitted within the time period under Section 15.1.3.1. The responsibility to substantiate Claims shall rest with the party making the Claim. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. "Knowingly" shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including the Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages, and fees and expenses. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2. Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with, and/or disrupt the Work of the Contractor, and such actions do not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly submitting and pursuing a Claim as permitted by these General Conditions. Pending final resolution of the Claim, the Contractor shall continue performance of the Work as provided in Section 15.1.4.~~

§ 15.1.2 [Not Used.]

§ 15.1.3 Notice of Claims

§ 15.1.3.1 ~~Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and As a condition precedent to a change in the Contract Sum or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Initial Decision Maker with a copy sent to the Owner and the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence Maker, within 10 days of the start of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. the Claim. The~~

Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of the Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, the Contractor's obligation to deliver a fully completed Statement of Claim form within such 10 day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

§ 15.1.3.2 Claims by ~~either the Owner or Contractor,~~ the Owner, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will~~ The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decision decisions of the Initial Decision Maker.

§ 15.1.4.2 [Not Used.]

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, ~~notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim.~~ the Contractor shall submit a Statement of Claim Form as required by Section 15.1.3.1. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, ~~notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.~~ Time following proper Notice of Delay as required under Section 3.10.3.1 of these General Conditions, the Contractor shall submit a Statement of Claim Form as required by Section 15.1.3.1.

§ 15.1.6.2 ~~If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented.~~ the Contractor is prevented from completing any part of the Work within the Contract Time due to weather conditions and the Contractor wants additional time to complete the Work, the Contractor shall initiate a Claim by submission of the Statement of Claim Form in accordance with Section 15.1.3.1. The Contractor's entitlement to additional time shall be evaluated and substantiated as provided in Section 15.1.6.2.1.

by data substantiating that **§ 15.1.6.2.1 Weather Delays.** When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, provided the Contractor properly initiates a Claim, the Contract Time will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due to Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>

October	6
November	6
December	6

weather conditions were abnormal **§ 15.1.6.3 Excusable and Compensable Delays.** The delays for which the Contractor is entitled to additional time are “Excusable Delays.” The only Excusable Delays are delays which the Contractor establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 15.1.6.2, (e) concealed or unknown conditions under Section 3.7.4, and (f) other unforeseeable delays beyond the control of the Contractor and its subcontractors and suppliers of any tier.

for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. The delays for which the Contractor is entitled to additional time and money are “Compensable Delays.” The only Compensable Delays are Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual-waiver includes

- 1—damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2—damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, profit except anticipated profit arising directly from the Work.

This mutual-waiver is applicable, waiver is applicable without limitation, to all consequential damages due to either party's termination the Owner's termination of the Agreement in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.1.8 Settlement Offers. If the Contractor initiates a Claim, the Owner may make settlement offers to settle the Claim at any time up to the date of the trial. Such settlement offers shall be subject to Rule 408 (Compromise and Offers of Compromise) of the Ohio Rules of Evidence. If at any stage of the litigation, including any appeals, the Contractor's Claim is dismissed or found to be without merit, or if the damages awarded to the Contractor on its Claim do not exceed the Owner's last settlement offer, the Contractor shall be liable to the Owner and shall reimburse the Owner for all of the Owner's attorneys' fees and expenses, and arising out of or related to such Claim since the date of such last settlement offer.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days any further proceeding permitted under these General Conditions of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution-Maker without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten-thirty (30) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial

Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.2.1 Owner's Request for Documents. The Owner may request such documents and information from the Contractor as the Owner determines necessary to evaluate and comment upon the Claim. Upon receipt of such request from the Owner, the Contractor shall provide all requested documents and information within ten (10) days. Such documents and information may include but not be limited to the Contractor's Project accounting records, estimate for the Project, daily job logs, and other information from which the Contractor's Project costs may be derived. The Contractor shall provide the requested documents in the formats requested, which include both paper and electronic copies. If requested by the Owner, the electronic copies shall be provided in native computer language. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. The Contractor's provision of the requested documents to the Owner in the format requested by the Owner shall be a condition precedent to any further proceeding under the Contract Documents.

Failure to provide the requested documents shall be a material breach of the Contract, and the Contractor shall indemnify the Owner for all of the Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. If the Initial Decision Maker requests supporting data from a party and the party fails to provide it, the party thereafter shall be precluded from presenting such data in any subsequent dispute resolution proceedings, if the data was reasonably available to it at the time of the request.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution; if both parties agreed in writing to mediate and, if mediation is not successful in resolving the matter or the parties do not agree to mediate, litigation in accordance with Section 15.4.1.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 ~~Either party may, If the Contractor does not request mediation of a written decision of the Initial Decision Maker, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision then the Initial Decision Maker's decision becomes final and binding upon the Contractor. If the Initial Decision Maker renders a decision after litigation has been initiated, such decision may be entered as evidence, but shall not supersede the litigation proceedings unless the decision is acceptable to all parties concerned. Litigation shall be considered "initiated" upon either the service of the original complaint on the Owner or, if litigation relating to the Project has already been filed, when a motion for leave to amend the complaint to add the claim has been filed.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 If both Parties agree to mediate, in writing, then Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, ~~shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings may, after initial decision by the Initial Decision Maker or 30 days after submission of the Claim to the Initial Decision Maker, be subject to mediation, pursuant to mediation procedures mutually agreed-upon by the Parties.~~

§ 15.3.2 [Not Used.]

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~ [Not Used.]

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place ~~county~~ where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration Litigation

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any~~ Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded by mediation or any Claim that is not subject to mediation, shall be subject to litigation unless both parties mutually agree in writing to arbitrate the Claims. Venue for such litigation shall be exclusive in the state court of competent jurisdiction in the Court of Common Pleas, in the county in which the Project is located. The parties expressly waive the right to remove any litigation to federal court. Any Claim subject to, but not resolved by, mediation may be

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim decided by arbitration if the parties mutually agree in writing. There shall be no mandatory arbitration of Claims.~~

§ 15.4.1.1 [Not Used.]

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.[Not Used.]

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.[Not Used.]

§ 15.4.4 Consolidation or Joinder -[This Section is deleted in its entirety.]

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).[Not Used.]

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.[Not Used.]

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.[Not Used.]

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 1

General Requirements



This page intentionally left blank

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Ross County Jail Cell Alterations.
- B. Owner's Name: Ross County Board of Commissioners.
- C. Architect's Name: Dynotec, Inc..
- D. The Project consists of the alteration of existing of cells and dormitory spaces to install new steel plates on existing CMU walls and refinish walls and ceilings.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of selected demolition and removal work is indicated on drawings and specified in Section 02 41 00.
- B. Scope of alterations work is indicated on drawings.
- C. Renovate the following areas, complete Reinstallation of existing detention furnishings:
 - 1. All first floor cells and trustee dormitory (Deduct Alternate-01).
 - 2. All second floor cells.
 - 3. All mezzanine cells.
- D. Refinish all surface areas of the following, as specified:
 - 1. All cell / dormitory walls (new steel plates & existing CMU).
 - 2. Existing pre-cast concrete and security metal ceiling in cells and dormitory..
- E. Contractor is required to remove and store the following prior to start of work, for later reinstallation by Contractor:
 - 1. Detention Furnishings as indicated on drawings.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- C. Time Restrictions:
 - 1. Work Days shall be (4) 10-Hour days, Monday - Thursday.
 - 2. Limit conduct of especially noisy exterior work to the hours of 9:00am - 4:00pm.
- D. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to the facility.

1.06 WORK SEQUENCE

- A. Construct Work in stages during the construction period:
 - 1. Stage 1: Mezzanine Pod: Cells 301-303.
 - 2. Stage 2: Mezzanine Pod: Cells 304-310.
 - 3. Stage 3: Mezzanine Pod: Cells 311-312.
 - 4. Stage 4: Mezzanine Pod: Cells 313-320.
 - 5. Stage 5: Mezzanine Pod: Cells 321-323.
 - 6. Stage 6: Mezzanine Pod: 324-333.
 - 7. Stage 7: Second Floor Pod: 201-203.
 - 8. Stage 8: Second Floor Pod: Cells 204-210.
 - 9. Stage 9: Second Floor Pod: Cells 211-212.
 - 10. Stage 10: Second Floor Pod: Cells 213-220.
 - 11. Stage 11: Second Floor Pod: Cells 221-223.
 - 12. Stage 12: Second Floor Pod: Cells 224-232.
 - 13. Stage 14: First Floor Pod: Cells 101-104.
 - 14. Stage 14: First Floor Pod: Cells 105-108.
 - 15. Stage 15: First Floor Pod: Cells 109-111.
 - 16. Stage 1: First Floor Pod: Cells 112-117.
 - 17. Stage 17: First Floor Trustees Dormitory.
- B. Coordinate construction schedule and operations with Owner.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

This page intentionally left blank

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.03 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.04 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

1.01 SCHEDULE OF ALTERNATES

- A. Alternate No. 01: Deduct First Floor Cells and Trustee Dorm from scope of work.

END OF SECTION 01 23 00

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.03 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions." form included at end of Part 3.

1.04 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to A/E.
 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests. A Sample copy is included at end of this Section.

1.05 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701, form included at end of Part 3.

1.06 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714, form included at end of Part 3. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 26 00

This page intentionally left blank

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.03 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by A/E and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to A/E by the 23rd day of the month.

The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Payment Application Forms: Use the Contractor Payment Request Form as form for Applications for Payment.

- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. A/E will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Preliminary Construction Schedule.
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (if not included in Preliminary Construction Schedule).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Certificates of insurance and insurance policies.
- H. 90-Day Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of 90-Day Application for Payment include the following:
1. Contractor's Construction Schedule.
- I. Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of Application for Payment include the following:

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1. Contractor's Construction Schedule.
 2. Proof of insurance renewal (if applicable)
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims.
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 29 00

This page intentionally left blank

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.03 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.04 COORDINATION

- A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each

contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results and in accordance with Construction Schedule where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's (CPM) Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Coordination Meetings
 6. Participation in Progress meetings.
 7. Preinstallation conferences.
 8. Project closeout activities.
 9. Startup and adjustment of systems.
 10. Project closeout activities.

1.05 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit five opaque copies of each submittal. Architect will return two copies.
 - a. Where Coordination Drawings are required for operation and maintenance manuals retain one returned copy as a Project Record Drawing.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.

Identify individuals and their duties and responsibilities; list addresses, email address, and telephone numbers, including home and office telephone numbers. Provide names, addresses, email addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.06 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
1. Include special personnel required for coordination of operations with other contractors.
- B. Each Contractor shall provide continuous supervision at the Project site by a competent superintendent when any Work is being performed.

1.07 PROJECT MEETINGS

- A. General: Schedule, attend, participate, and/or conduct meetings and conferences at the Project site as indicated in this section, unless otherwise indicated.
- B. Preconstruction Conference: The Architect shall schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. The conference will be held at Project site or another convenient location. Refer to the sample Preconstruction Meeting Agenda included at the end of this section.
1. Attendees: Each Contractor and their superintendents shall attend the Preconstruction Conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

2. Agenda: Discuss items of significance relating to administrative procedures and progress of the project. Refer to the sample agenda included at the end of this section.
3. Minutes: the Architect will record and distribute meeting minutes.
- C. Preinstallation Conferences: Contractor(s) shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Each Contractor shall attend and participate in Progress Meetings at Project site, as scheduled and conducted by the Architect. The purpose of Project Meetings 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.

1. Attendees: All participants shall be prepared to discuss current progress, planning, coordination, or performance of future activities. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Refer to the sample Progress Meeting Agenda included at the end of this section.
 3. Reporting: The Contractor shall prepare and submit a written report of their progress since the previous progress meeting. Refer to the Contractor's Progress Report form included at the end of this section.
 4. Minutes: Architect will record and distribute to Contractor the meeting minutes.
 5. Coordination: The Contractor shall distribute minutes of the meeting to each affected party under their contract.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: The Contractor shall conduct Project coordination meetings at weekly intervals.

Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.

1. Attendees: Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.

- 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.08 REQUESTS FOR INTERPRETATION (RFIS)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with the same content and form as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow three working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. The Contractor shall acknowledge receipt of the Architect's response to the RFI within 7 days of receipt. If the Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum the shall indicate change in Contract Time or Contract Sum on the RFI form included at the end of this section.
- F. RFI Log: The Architect shall prepare, maintain, a tabular log of RFIs organized by the RFI number.

The log will contain not less than the following information:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 31 00

This page intentionally left blank

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Field condition reports.
 - 6. Special reports.
- B. The purpose of the Contractor's Construction Schedule is to allow the Project Coordinator's Scheduling Consultant to prepare an orderly plan to aid in the timely completion of the Project.
 - 1. For clarity, activities performed by the Project Coordinator's Scheduling Consultant are indicated as the responsibility of the Project Coordinator, who retains contractual responsibility for their timely completion.
- C. The approved Construction Schedule will be used to plan and execute the work, to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis for all progress payments.
- D. Contractors must cooperate and coordinate with each other, and with the ArchitectArchitect and the Owner, to provide all Contract Document scheduling requirements in their respective schedules.
- E. Failure to maintain the Contractor's Construction Schedule in an approved status may result in the Owner withholding a monetary penalty against the responsible Contractor(s) until the schedule is approved.

F. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.03 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled.

The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.
- L. Weather Days: Work days that are lost due to inclement weather and which must be included in Contractor's Construction Schedule. Refer to schedule of weather days listed in Part 2 of this section.

1.04 PROJECT SCHEDULING SEQUENCE REQUIREMENTS

- A. General: The Project Coordinator shall prepare two schedules - a Preliminary (First 90-days) Construction Schedule and a Contractor's Construction Schedule.
- B. Upon receipt of a Notice to Proceed, the Project Coordinator will prepare the Contractor's Construction Schedule for all work included under the scope of each Contract.
 - 1. The Project Coordinator will schedule and conduct a Pre-scheduling Conference within two weeks of receipt of the Notice to Proceed. Contractors are required to attend.
 - a. The Project Coordinator will prepare and furnish to all contractors a Master Activity Coding template, in hard copy and disk, defining the Responsibility Code, Work Area Code, Milestones, Phase Code, etc. for the Contractor's Construction Schedule, as outlined in this section. Contractors must submit subsequent schedule requirements in accordance with the Master Activity Code template to achieve continuity in merging scheduling input.
 - b. The Project Coordinator will prepare and distribute a schedule framework of proposed construction sequence to all Contractors.
 - c. Review software limitations and content and format for reports.
 - d. Verify availability of qualified personnel needed to develop and update schedule.
 - e. Discuss constraints, including work stages, area separations, and interim milestones.
 - f. Review delivery dates for Owner-furnished products.
 - g. Review schedule for work of Owner's separate contracts.
 - h. Review time required for review of submittals and resubmittals.
 - i. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - j. Review time required for completion and startup procedures.
 - k. Review and finalize list of construction activities to be included in schedule.
 - l. Review submittal requirements and procedures.
 - m. Review procedures for updating schedule.
 - 2. The Project Coordinator will prepare and furnish a final detailed schedule framework, in hard copy and disk, to Contractors within 15 calendar days after the Notice to Proceed

- a. Contractors must utilize the detailed schedule framework to prepare their Construction Schedule for their specific scope of work.
 - b. The Project Coordinator will schedule and conduct a minimum of two Schedule Sequence Review Meetings with mandatory attendance by all Contractors to meet the Contractor's Construction Schedule submission requirement within 30 calendar days after the Notice to Proceed is issued.
- C. Contractors must provide Construction Schedule requirements specified herein to the Project Coordinator so that they can prepare a fully coordinated Contractor's Construction Schedule. The Project Coordinator must include in their bid and procure scheduling consultant services to meet these requirements, in accordance with the General and Supplemental Conditions.
- D. The Project Coordinator will submit the proposed Contractor's Construction Schedule with signatures indicating approval by all contractors to the Architect within 45 days of Notice to Proceed.
 - 1. If acceptable, the Architect and Owner will accept the schedule.
 - 2. If not acceptable, the schedule will be returned to the Project Coordinator for revision. The revised schedule, with approval signatures for all Contractors, must be resubmitted.
- E. In addition to the Contractor's Construction Schedule the Project Coordinator will submit a Preliminary Construction Schedule, defining the Contractor's planned activities for the first 90 days.
 - 1. Submit Preliminary Construction Schedule no later than 30 days from the date of the Notice to Proceed.

1.05 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit five copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Activity Number associated with Construction Schedule.
 - 5. Name of subcontractor.
 - 6. Description of the Work covered.
 - 7. Scheduled date for Architect's final release or approval.
- C. Contractor's Construction Schedule: Submit three copies of initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

- D. CPM Reports: Concurrent with CPM schedule, submit one hard copy and one electronic (PDF) copy of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
 - 4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Weekly Progress Reports: Submit one copy at weekly progress meetings in accordance with section 013100.
- F. Material Location Reports: Submit two copies at monthly intervals.
- G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
- H. Special Reports: Submit two copies at time of unusual event.

1.06 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 - a. At Contractor's option, show submittals on the Contractor's Construction Schedule, instead of tabulating them separately.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than 5 days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 1. Work under More Than One Contract: Include a separate activity for each contract.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 4. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
 5. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Uninterruptible services.
 - c. Seasonal variations.
 - d. Environmental control.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

6. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Startup and placement into final use and operation.
 7. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - 1) Structural completion.
 - 2) Permanent space enclosure.
 - 3) Completion of mechanical installation.
 - 4) Completion of electrical installation.
 - 5) Substantial Completion.
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:
1. Anticipated Construction Start (Notice to Proceed): January 14, 2025
 - a. Stage1: Mezzanine Cells 301-303
 - b. Stage1: Mezzanine Cells 304-310
 - c. Stage1: Mezzanine Cells 311-312
 - d. Stage1: Mezzanine Cells 313-320
 - e. Stage1: Mezzanine Cells 321-323
 - f. Stage1: Mezzanine Cells 324-333
 - g. Stage1: Second Floor Cells 201-203
 - h. Stage1: Second Floor Cells 204-210
 - i. Stage1: Second Floor Cells 211-212
 - j. Stage1: Second Floor Cells 213-220
 - k. Stage1: Second Floor Cells 221-223
 - l. Stage1: Second Floor Cells 224-232
 - m. Stage1: Second Floor Cells 201-203
 - n. Stage1: First Floor Cells 101-104
 - o. Stage1: First Floor Cells 105-108
 - p. Stage1: First Floor Cells 109-111
 - q. Stage1: First Floor Cells 112-117
 - r. Stage1: First Floor Trustees Dormitory
 2. Substantial Completion: 200 Calendar Days from Notice to Proceed

- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.
 2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architects approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
 3. Each activity cost shall reflect an accurate value subject to approval by Architect.
 4. Total cost assigned to activities shall equal the total Contract Sum.
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
- H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.
1. Primavera; Suretrak Project Manager , Version 3.0b or an approved substitution.

2.03 PRELIMINARY CONSTRUCTION SCHEDULE (FIRST 90 DAYS)

- A. The Preliminary Construction Schedule shall be used for payment purposes and as a basis for measuring Contractor progress for the first 90 days of the project.
- B. Schedule Review and Comments
1. Comments made by the Architect on the Construction Schedule during review must not relieve the Contractors from compliance with the requirements of the Contract Documents.
 2. Following the Contractor's receipt of the Architect's review comments, the Contractors must correct the schedule to identify missing activities and relationships relevant to the Scope of Work. No time extensions will be granted to complete activities not initially included in the Preliminary Construction Schedule.
 3. To the extent that there are any conflicts between the approved Construction Schedule and the requirements of the Contract Documents, the Contract Documents must govern.
- C. Resubmittal of Project Schedule Following Disapproval
1. Should the Architect disapprove the Project Coordinator's submission of the Construction Schedule, the Contractor must comply with the Architect's direction and must resubmit the Construction Schedule and all associated submittals within seven calendar days.

2.04 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Preliminary Network Diagram: Submit diagram within 7 days of the Pre-Scheduling Conference.

Outline significant construction activities for the Preliminary Construction Schedule (first 90 days of construction). Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 90 days after date established for the Notice to Proceed.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
 - 3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 4. Use "one workday" as the unit of time. Include list of nonworking days, holidays, and weather days incorporated into the schedule.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

5. Weather Days: Contractors must assume and account for in the schedule(s) delays in the work due to inclement weather. The following are the number of days that must be included in the Contractor's Construction Schedule:

Month	Total Number of Weather Days	Month	Total Number of Weather Days
January	8	July	4
February	8	August	4
March	7	September	5
April	6	October	6
May	5	November	6
June	4	December	6

- E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Include Weather days. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
 2. Description of activity.
 3. Principal events of activity.
 4. Immediate preceding and succeeding activities.
 5. Early and late start dates.
 6. Early and late finish dates.
 7. Activity duration in workdays.
 8. Total float or slack time.
 9. Average size of workforce.
 10. Dollar value of activity (coordinated with the Schedule of Values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
 2. Changes in early and late start dates.
 3. Changes in early and late finish dates.
 4. Changes in activity durations in workdays.
 5. Changes in the critical path.
 6. Changes in total float or slack time.
 7. Changes in the Contract Time.
- G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
 2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
 3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
 4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
 - a. Submit value summary printouts one week before each regularly scheduled progress payment application.

2.05 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events (refer to special reports).
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial Completions and occupancies.
 19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.06 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
 - 1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 00

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
 - 5. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 8. Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.
 - 9. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.03 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires A/E's responsive action.
- B. Informational Submittals: Written information that does not require A/E's responsive action. Submittals may be rejected for not complying with requirements.

1.04 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will NOT be provided by A/E for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. A/E reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows.

Time for review shall commence on A/E's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

 - 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. A/E will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 14 days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by A/E .
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of A/E.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an

alphabetic suffix after another decimal point (e.g., 061000.01.A).

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless A/E observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling.

Transmit each submittal using a transmittal form. A/E will return submittals, without review, received from sources other than Contractor.

 1. Transmittal Form: Use sample form at end of Section.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by A/E on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Reviewed with or with no Corrections."
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "Reviewed with or with no Corrections" taken by A/E.

1.05 CONTRACTOR'S USE OF A/E'S CAD FILES

- A. General: At Contractor's written request, copies of A/E's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 1. Each Prime Contractor will be provided with CAD files requested. Each Prime Contractor will be responsible for distribution of electronic CAD files to their respective subcontractors, material suppliers, and/or vendors who may request electronic drawing files.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

2. CAD files will be transmitted in "DXF" format only.
3. The A/E shall transmit the requested CAD files upon receipt of the following from the Prime Contractor.
 - a. An executed Indemnification Agreement between the A/E and Prime Contractor. The A/E will provide form of agreement.
 - b. Payment by the Prime Contractor of \$100.00 per requested drawing file/sheet.

PART 2 PRODUCTS

2.01 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 1. Contractor's Option: Submit electronic submittals directly to extranet specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit five copies of Product Data, unless otherwise indicated. A/E will return three copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on manufacturer's standard printed data/details. Use of A/E's CAD Drawings does not relieve Contractor of the responsibility to verify actual field conditions and include deviations from the Contract Documents in the preparation of Shop Drawings.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- b. Identification of products.
- c. Fabrication and installation drawings.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shopwork manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Design calculations.
- j. Compliance with specified standards.
- k. Notation of coordination requirements.
- l. Notation of dimensions established by field measurement.
- m. Relationship to adjoining construction clearly indicated.
- n. Seal and signature of professional engineer if specified.
- o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit five copies where copies are required for operation and maintenance manuals. A/E will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. A/E will return one copy of submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. A/E will retain one Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. A/E will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use Subcontractor & Material Supplier Declaration.. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. A/E will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.

2.02 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. A/E will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of A/E's and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed

by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if

applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.

Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to A/E.

1. A/E will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.03 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to A/E.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

1.01 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to A/E.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1.02 A/E'S ACTION

- A. General: A/E will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: A/E will review each submittal, make marks to indicate corrections or modifications required, and return it. A/E will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. No Exceptions Taken: Indicates submittal is in conformance with the design intent indicated in the Contract Documents and there are no exceptions/corrections required.
 - 2. Make Corrections Noted – Don't Resubmit: Indicates submittal is in conformance with the design intent indicated in the Contract Documents but there are exceptions/corrections as noted.
 - 3. Revise and Resubmit: Indicates submittal is not in conformance with the design intent indicated in the Contract Documents and the submittal must be revised and resubmitted.
 - 4. Submit Specified Items: Indicates submittal is not in conformance with the design intent indicated in the Contract Documents and a different submittal is required.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- C. Informational Submittals: A/E will review each submittal and will not return it, or will return it if it does not comply with requirements. A/E will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OD SECTION 01 33 00

This page intentionally left blank

SECTION 01 35 13.16

SPECIAL PROJECT PROCEDURES FOR DETENTION FACILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. The following work restrictions apply to the Project and will govern security orders and entry procedures for all Contractor's and construction personnel.
- B. Related Sections include the followings:
 - 1. Division 00 – General Conditions
 - 2. Division 01 – "Close Out Procedures"

1.02 GENERAL INFORMATION

- A. Entrance onto the Facility property will be at rear maintenance bay. All contractors will provide State approved picture identification to the officer at check-in. All persons are subject to search upon entering or leaving the Facility. All persons are subject to "shake down" before entering or leaving Jail property. Therefore, all vehicles should be free of contraband. Vehicles for use in construction work will be allowed to be driven to the construction site.
- B. The Jail Project Coordinator/Facilitator is the Brad Cosenza, 2 North Paint Street Suite H, bradcosenza@rosscountyohio.gov, 740-702-3085 (If unable to contact that staff, leave a message on voice mail and your call will be returned.
- C. The Security Coordinator will be the Chief Security Officer: Captain Glenn Detty, g.detty@rosssheriff.com, 740-773-1187 ext. 188; Cell 740-253-1429. Also on site will be Jail Administrator Major Paul Arledge, p.arledge@rosssheriff.com, 740-773-1187 ext 128
- D. The Prime Contractor's Superintendent will be responsible for the conduct of his/her employees and those of any Subcontractor while on Jail property and will see that they abide by the regulations set forth in these procedures.

1.03 BACKGROUND INVESTIGATIONS

- A. All Contractors' employees, and their Subcontractor's employees, with the exception of a One-Time Service Contractor, shall submit a completed Contractor Application and a Release of Information form

to Capt. Detty. A background investigation will be conducted on each employee which includes a LEADS check, Operator's License check and Local Law Enforcement check, and any Required PREA Backgrounds checks will also be completed. Capt. Detty shall make recommendations to the Sheriff regarding a contract employee's eligibility to work within the Jail or on it's grounds. The Sheriff's decision is final. Contractor employees may be disqualified for felony convictions, domestic violence convictions, drug related convictions, dishonorable discharge and traffic violations that result in the applicant not possessing a valid driver's license. Contractor employees will not be granted entrance into the facility until background investigations are complete. Requests for investigations along with submission of all required documents shall be made at least 10 working days prior to the employee's first expected work date.

1.04 IDENTIFICATION CARDS

- A. Based upon completion of an approved background investigation, Contractor employees who will be on-site on a regular basis will be issued an Jail Contractor's identification badge. The Prime Contractor's Superintendents will be responsible for providing, to Capt. Detty, a listing of their employee's, and those of their Subcontractor, whom they expect to use regularly. A day will be scheduled when the employees will report to the Jail for identification. They must present a State approved picture identification (e.g. drivers license) at which time a photo will be taken, and a red Jail Contractor's badge prepared. The badge will contain the employee's name, contractor's name, physical description and information regarding escort status within the facility. Issuance of Jail identification is at the discretion of the Sheriff and must be approved by the Major. Identification badges remain the property of the Jail and must be turned in daily.

1.05 TRAINING

- A. All Contractors' employees who are issued Contractor's badges will be required to undergo Contractor's Training per department policy and must sign the Declaration of Understanding on contraband. The training will be conducted in conjunction with the Jail Administration and scheduled before issuance of the Facility Contractor's badge.

- B. The training will consist of Basic Security concepts training. Construction employees will be required to watch a training video provided by Ross County and complete signature page showing they completed and understand the training. The signature page will contain the printed name and signature of all employees planning to enter the facility. This will be done prior to the employee entering the facility for any reason. A copy of this signature page must be turned in no less than 5-days prior to the employee's first expected work date.

1.06 CONSTRUCTION EMPLOYEE ENTRY

- A. Entry with Facility identification: The Contractor's badge will be issued and returned daily at the rear sallyport. The employees must present their driver's license or other state approved picture I.D. To the officer. The license will remain at the entry point until the employee exits the facility. Contractors will document sign-in/sign-out times in the appropriate log. The Sallyport Officer will turn these logs in to the Chief Security Officer, Capt. Detty on a regular basis. The contract employee must wear the Contractor's badge at all times while on Jail property. If a Contractor's badge is missing or lost, the missing badge will be reported to the Construction Escort Staff immediately. The Escort Staff will notify Capt. Detty. An incident report detailing the events surrounding the missing badge shall be written.
- B. Entry without Facility identification: The Prime Contractor's Superintendent will be responsible for providing Capt. Detty with the names, social security numbers, date of birth, and a valid Driver's License/photo I.D. of construction employees reporting to work on a one-time or occasional basis 10 working days prior to the employees anticipated start date. An authorized entrance list will be completed to allow entry for a specific date or dates. The construction employee will be required to provide a State approved picture identification that will be retained at the sallyport until the employee's departure from the Jail. Contractors will document sign-in/sign-out times in the appropriate log. The Sallyport Officer will turn these logs in to the Chief Security Officer, Capt. Detty and the Major on a regular basis.
- C. Contract Employees will not be admitted if they fail to provide a State approved picture I.D.

1.07 MATERIALS DELIVERY

- A. Delivery of construction materials by vendor's for the contractor to designated locations outside the facility will be through the rear Sallyport. All drivers must provide a State Approved Driver's License. When appropriate, designated storage areas inside the Jail perimeter will be determined on an as need basis and must be approved by the Tool Control Officer.
- B. Material Storage trailers may be established at a mutually agreed upon location outside of the compound to facilitate bulk storage of materials and ease of delivery. Materials must be stored inside trailers or stacked neatly on pallets. Trash, construction debris and junk shall be removed from the storage site daily.
- C. At no time shall construction materials be delivered to areas not designated. The staff has been advised to refuse delivery. Any emergency or overnight deliveries shall be made directly to the contractor and the contractor shall be available to accept delivery. The jail staff WILL NOT accept nor sign for deliveries of any materials or equipment for the project. Contractors must schedule deliveries so that they are present and can accept the materials or equipment.

1.08 VEHICLES

- A. Personal vehicles will not be allowed on the jail property without approval of the Jail Administrator. The vehicle may enter jail property to unload materials and tools then shall be removed until the end of the workday. Vehicles left unattended while on jail property will be locked and the windows rolled up in an authorized parking area. Vehicles left unattended inside the compound during normal working hours will be disabled by placing a club on the steering wheel. At no time will any vehicle be left on jail property overnight or while workers are not on grounds.
- B. No person is authorized to operate a motor vehicle on Jail grounds without a Valid State Driver's License.

1.09 EQUIPMENT

- A. Entry of large construction equipment such as track hoes, cranes, etc. require approval in advance. This equipment must be removed from inside the compound every day unless prior approval is received

from the Chief Security Officer, Capt. Detty. If approval is granted for equipment to remain inside, the ignition system must be disabled and buckets or lifts secured in a manner to prevent operation under any circumstances. No motor vehicles shall be allowed to remain overnight inside the Jail without being properly disabled.

1.10 MEALS

- A. All Contractors should be prepared to bring their own lunch. Lunch cooler's which enter the Jail are subject to shakedown. Food items should be in original packaging or in see through containers in accordance with the Jail procedures.

1.11 TOOL CONTROL

- A. Tool control of construction company tools will be controlled by the Contractors' Superintendents, their designees, and the Escorting Officer. The Contractor will provide accurate, up to date tool inventories to the job site storage boxes or area, Escorting Officer, and the Chief Security Officer, Capt. Detty.
- B. Under the established tool control system, tools and equipment will be divided into two categories: Permanent and Temporary.
 - 1. Permanent tools and equipment that are to remain at the job site indefinitely shall be inventoried on the "Tool Inventory" form as applicable with copies being maintained at the building site with the tools and with the Chief Security Officer, Capt. Detty. When not in use and at the end of each construction day, tools and equipment shall be secured in a job box or other security cage within the building. Exceptions may be granted for unreasonably large equipment by the Chief Security Officer, Capt. Detty. Any changes to the permanent inventory (additions, deletions) shall result in a revised inventory submittal. Tools will be inventoried twice daily (once in the morning and again at the end of the workday by the Escorting Officer). Contractor tools shall be subject to search as needed or ordered by the Jail Administrator. ROSS COUNTY JAIL will place one of our locks in addition to the contractor's lock.
 - 2. The job box may be moved to the next work area as the job progresses. A new inventory will be completed each time the job box is moved. Only tools approved by the Chief Security Officer, Capt. Detty or the Jail Administrator shall be stored inside the secure facility.
 - 3. Temporary tools and equipment, which may include personal tools, are those which will be transported into the Jail daily by the contractor. The contractor shall submit a daily tool list on "Tool Inventory" form "Report of Contractors Tools" as applicable that shall also be retained in the area at the building site and the Chief Security Officer, Capt. Detty.
- C. One Contractor Cell phone for the job superintendent will be allowed inside the jail, Pagers are allowed. Escorts will have radios. Any additional cell phones must be approved by the Jail Administrator.
- D. Contractor's tool control procedures will be inspected periodically by the Jails' escorting officer and/or jail administrative staff. Contractors shall follow any recommendations from the Chief Security Officer,

Capt. Detty in order to ensure the security of the Facility. Any questions a contractor may have with regard to tool issues may be addressed to the Capt. Detty.

- E. Lost, Missing. Stolen Tools: When a tool is lost, missing, or stolen, the Project Manager, Jail Administrator, Chief Security Officer Capt. Detty, Shift Supervisor shall be notified immediately. Additional searches shall be conducted as deemed necessary by the responsible Deputy Sheriff or designee. An incident report shall be written by the Deputy assigned to contractor for escort.
- F. Powder actuated tools, gases, etc. are considered restricted tools. Chief Security Officer, Capt Detty shall be notified in advance the tool is to be brought in/used. Procedures shall be put in place for the tracking and use of such tools. Any tools of this nature may not be stored in the secure facility over night; and must be removed from the facility daily after use.

1.12 MEDICATIONS

- A. Construction or outside employees are reminded that they should only bring the amount of medication that is necessary and will be consumed by the person on that particular day. Persons having medication in their possession shall provide information for the medication log sheet, including the name and amount. If medication conveyed into the Jail has not been prescribed for that individual by a doctor, the person conveying such medication is subject to prosecution in accordance with the Ohio Revised Code and also barred from jail grounds.

1.13 WEAPONS

- A. Construction employees will not convey onto the grounds of this Jail any deadly weapons or dangerous ordinance; if found on/with an employee, they will be subject to O.R.C. Section 3719.011.

1.14 INTOXICANTS

- A. Intoxicating beverages conveyed onto jail property will cause the individual to be subject to O.R.C. Section 4301 .01.

1.15 DRUGS

- A. Drugs conveyed on grounds of jail property will cause the individual to be subject to O.R.C Section 3719.01

1.16 TOBACCO

- A. ROSS COUNTY JAIL is a tobacco free work environment. No tobacco products are to be used on the grounds.

1.17 FRATERNIZATION

- A. No construction employee will fraternize with, give or take any items from an inmate confined in an Jail. If an employee is approached by an inmate, for any reason, the employee will report this information to the Construction Escort and they will, in turn, report this to the Chief Security Officer, Capt. Detty. Also Any construction employee having acquaintances or relatives confined at this facility is to notify the escorting officer and they will in turn report this to the Chief Security Officer, Capt. Detty.

1.18 LOST ARTICLES

- A. If, at any time, a construction employee loses an item, regardless of what it is, inside the Jail compound or on Jail grounds, the employee will report the lost item (i.e., car keys, tools, knives, etc.) and where it was lost, to the Escort IMMEDIATELY!

1.19 DEBRIS

- A. All debris and scrap material will be transported outside the Facility compound at the end of each workday.

1.20 EMERGENCY

- A. If an emergency should occur while construction workers are inside Jail grounds, these workers will remain at the site, and will be evacuated when appropriate, by Jail personnel.

1.21 COUNTS

- A. Regularly scheduled counts of inmates are conducted throughout the day to insure inmate accountability. Contractor's may enter and exit during normal counts. If the Jail is not able to clear the count within a reasonable time period, a Special Count will be called. Counts occur at the following times during a contractor's normal workday: 7:00 a.m.; 8:00 a.m.; 3:00 p.m.; and 4:00 p.m.
- B. Special Counts: If a special count is in process at the completion of the contractors work day, they will be required to remain at the job site or other area designated by the Jail policy until the Jail count

clears.

1.22 STAFF ACCOUNTABILITY

- A. In order to account for all staff and any other civilians within the facility in the event of an emergency, the Jail on occasion will conduct an exercise in staff accountability. Contractor's will need to follow the direction of their escort officer and may be required to report to another location in order to be accounted for.

1.23 WORK HOURS

- A. Contractors' normal scheduled work hours are: Four (4), ten (10) hour work days. Work hours may vary depending on construction. Work hours to be coordinated with Jail Administrator prior to the day of work.
- B. No work will be allowed during State observed Holidays
- C. It is suggested you have all employees, with equipment, to meet at the rear receiving area prior to 7:00 a.m. so that all employees may enter at the same time.

1.24 WORK AREAS / SITES

- A. The number of construction crews that could be accommodated during normal work schedule is (2) two, not to exceed 12 construction personnel.

1.25 DRESS CODE

- A. Any type of clothing or body marking that is inflammatory and/or known as a gang insignia is prohibited from being displayed inside the Jail. This includes the wearing of blue, red or black bandanas as a cap or sweatband. Shorts are prohibited. Shirts are required. Light blue shirts worn in conjunction with blue jeans or pants should be avoided to reduce the possibility of being mistaken for an inmate.

1.26 OTHER SECURITY ISSUES

- A. In the event of an emergency or due to unexpected staffing shortages or security issues a contractor may be denied entry or asked to leave the Jail. The Contractor's Superintendent shall verify the condition through the Chief Security Officer, Capt. Detty or a Shift Supervisor.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

ROSS COUNTY JAIL ACKNOWLEDGEMENT FORM

CONSTRUCTION SECURITY ORDERS AND ENTRY PROCEDURES

ACKNOWLEDGEMENT FORM

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE ROSS COUNTY JAIL SECURITY ORDERS AND ENTRY PROCEDURES FOR CONTRACTORS & CONSTRUCTION PERSONNEL. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS RELATING TO ANY AREAS OF THE DOCUMENT FOR WHICH I NEED CLARIFICATION. IF ANY TYPE OF SECURITY ISSUES OR QUESTIONS ARISE WHILE I AM WORKING AT THE ROSS COUNTY JAIL, I WILL IMMEDIATELY CONTACT THE CORRECTIONAL OFFICER ASSIGNED OR THE JAIL ADMINISTRATION TO CLARIFY THE SITUATION. I UNDERSTAND THAT VIOLATION OF THE SECURITY ORDERS AND ENTRY PROCEDURES MAY RESULT IN PERMANENT REMOVAL FROM FACILITY GROUNDS.

CONTRACTOR'S NAME (PRINT)

CONTRACTOR'S SIGNATURE

DATE

WITNESS'S SIGNATURE

DATE

END OF SECTION 01 35 13.16

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by A/E, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
 - 3. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.03 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will

comply with requirements.

- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by A/E.
- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.04 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to A/E for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to A/E for a decision before proceeding.

1.05 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.06 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy

qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.07 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that

replaced Work that failed to comply with the Contract Documents.

- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Incorporate schedule Tests and Inspections into Contractor's Construction Schedule.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

1.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to A/E.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for A/E's reference during normal working hours.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

1.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00 01 40 00

This page intentionally left blank

SECTION 01 42 00

REFERENCES

PART 1 GENERAL

1.01 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.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey A/E's action on Contractor's submittals, applications, and requests, "approved" is limited to A/E's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by A/E. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.04 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street
Chillicothe, OH 45601

AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association	(800) 510-2772

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street
Chillicothe, OH 45601

	www.cppa-info.org	(202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCTA	National Cable & Telecommunications Association	(202) 775-3550

ROSS COUNTY JAIL CELL ALTERATIONS
 28 N. Paint Street
 Chillicothe, OH 45601

	www.ncta.com	
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association www.nofma.com	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network www.landcarenetwork.org	(800) 395-2522
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street
Chillicothe, OH 45601

SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
USDA	Department of Agriculture www.usda.gov	(202) 720-2791

- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA)	(800) 872-2253 (202) 272-0080
-------	---	----------------------------------

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

Accessibility Guidelines for Buildings and Facilities
Available from Access Board
www.access-board.gov

CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 42 00 01 42 00

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers and enclosures.
- C. Security requirements.
- D. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 01 35 53 - Security Procedures
- B. Section 01 51 00 - Temporary Utilities.
- C. Section 01 55 00 - Vehicular Access and Parking.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

1.04 TEMPORARY UTILITIES - SEE SECTION 01 51 00

- A. Existing facilities may be used within reason. If Owner reserves the right to deduct excessive utility costs from Contractor Payment Applications, if monthly utility costs exceed 20% of normal costs in a given month.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities located at _____ is permitted.
- C. Maintain daily in clean and sanitary condition.
- D. At end of construction, return facilities to same or better condition as originally found.

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.08 SECURITY - SEE SECTION 01 35 53

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- F. Existing parking areas adjacent to Jail on-street at 2nd Street be used for construction parking.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

This page intentionally left blank

SECTION 01 57 19

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction procedures to promote adequate indoor air quality after construction.

1.02 PROJECT GOALS

- A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
 - 1. Cleaning of ductwork is not contemplated under this Contract.
 - 2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
- B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
 - 1. Furnish products meeting the specifications.
 - 2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 REFERENCE STANDARDS

- A. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction; 2007.

1.04 DEFINITIONS

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

PART 3 EXECUTION

2.01 CONSTRUCTION PROCEDURES

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
 3. Provide sufficient ventilation for drying within reasonable time frame.
- B. Begin construction ventilation when building is substantially enclosed.
- C. Do not store construction materials or waste in mechanical or electrical rooms.
- D. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
1. Inspect duct intakes, return air grilles, and terminal units for dust.
 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
 3. Clean tops of doors and frames.
 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
 5. Clean return plenums of air handling units.
 6. Remove intake filters last, after cleaning is complete.
- E. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- F. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

END OF SECTION 01 57 19

SECTION 01 60 00

PRODUCT REQUIREMENTS

\

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted

1.03 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.04 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided at end of Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of A/E's and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- I. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. A/E's Action: If necessary, A/E will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. A/E will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if A/E cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. A/E's Action: If necessary, A/E will request additional information or documentation for evaluation within one week of receipt of a comparable product request. A/E will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if A/E cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.05 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, A/E will determine which products shall be used.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store cementitious products and materials on elevated platforms.
 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 7. Protect stored products from damage and liquids from freezing.
 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.07 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," A/E will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is A/E's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 2. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 3. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 4. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
 5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches A/E's sample. A/E's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 6. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, A/E will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, A/E will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 PRODUCT SUBSTITUTIONS

- A. Timing: A/E will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of A/E.
- B. Conditions: A/E will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to A/E for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.03 COMPARABLE PRODUCTS

- A. Conditions: A/E will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, A/E will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, which it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of A/E's and owners, if requested.
 - 5. Samples, if requested.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

PART 3 EXECUTION (NOT USED)

END OF SECTION 01 60 00 01 60 00

This page intentionally left blank

SECTION 01 73 00

EXECUTION

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.03 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

1.01 EXAMINATION

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location of sanitary sewer, storm sewer, and water-service piping, and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

1.02 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication.
Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for interpretation to A/E. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on Forms provided in the Contract Documents.

1.03 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the sizes, dimensions, and locations of existing construction. If discrepancies are discovered, notify A/E promptly.
- B. General: Lay out the Work as required for new construction.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify A/E when deviations from required lines and levels exceed allowable tolerances.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels.
Make the log available for reference by A/E.

1.04 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 7 feet, 6 inches in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by A/E.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. 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 such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

1.05 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
- If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

1.06 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties.
Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

1.07 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

1.08 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

END OF SECTION 01 73 00 01 73 00

This page intentionally left blank

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching in addition to requirements identified in Division 26.
- B. Related Sections include the following:
 - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - 2. Division 07 Section "Related Work" for patching fire-rated construction.
 - 3. Division 26 Section "Related Work" for patching electrical elements and/or pathways.

1.03 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 - 1. Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

2. A/E's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include but are not limited to the following:
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-suppression systems.
 4. Mechanical systems piping and ducts.
 5. Control systems.
 6. Communication systems.
 7. Conveying systems.
 8. Electrical wiring systems.
 9. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include but are not limited to the following:
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in A/E's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.05 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 PRODUCTS

1.01 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

1.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

1.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

1.03 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar

operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations

following performance of other Work. Patch with durable seams that are as invisible as possible.

Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

1.04 GENERAL

- A. Cutting and Patching shall be performed by the Contractor requiring the cutting and patching. Final finishes shall be provided by the General Contractor. Where all final finishes have been applied before cutting by the respective Contractor, all final finishes shall be performed by the General Contractor at the expense of the Contractor requiring the cutting and patching.

END OF SECTION 01 73 29

This page intentionally left blank

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 6. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.03 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, A/E will either proceed with inspection or notify Contractor of unfulfilled requirements. A/E will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by A/E, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.04 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of A/E's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by A/E. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, A/E will either proceed with inspection or notify Contractor of unfulfilled requirements. A/E will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed

or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.05 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of A/E.
 - d. Name of Contractor.
 - e. Page number.

1.06 WARRANTIES

- A. Submittal Time: Submit written warranties on request of A/E for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

1.01 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program.
Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
 - C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
 - D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

This page intentionally left blank

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems, and equipment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.03 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.04 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. A/E will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit one copy of each manual in final form at least 15 days before final inspection. A/E will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with A/E's comments. Submit 3 copies of each corrected manual within 15 days of receipt of A/E's comments.

1.05 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 PRODUCTS

1.01 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.02 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of A/E.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.03 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

1.04 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

- B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

- C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

1.05 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

1.06 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 EXECUTION

1.01 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.

Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

This page intentionally left blank

**SECTION 01 78 39
PROJECT RECORD DOCUMENTS**

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.03 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 PRODUCTS

1.01 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following A/E's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with A/E. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
 1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to A/E for resolution.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

1.02 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

1.03 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

1.04 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 EXECUTION

1.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for A/E's reference during normal working hours.

END OF SECTION 01 78 39

This page intentionally left blank

SECTION 01 79 00
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for requirements for preinstruction conferences.
 - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

1.03 SUBMITTALS

- A. Instruction Program: Submit five copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. At completion of training, submit one complete training manual(s) for Owner's use.
- B. Qualification Data: For facilitator.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

- E. Demonstration and Training Videotapes: Submit two copies within seven days of end of each training module.
1. Identification: On each copy, provide an applied label with the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of A/E.
 - d. Name of Contractor.
 - e. Date videotape was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 2. Transcript: Prepared on 8-1/2-by-11-inch (215-by-280-mm) paper, punched and bound in heavy-duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding videotape. Include name of Project and date of videotape on each page.

1.04 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
1. Inspect and discuss locations and other facilities required for instruction.
 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 3. Review required content of instruction.
 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.05 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by A/E.

PART 2 PRODUCTS

1.01 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
 - 1. Motorized doors, including overhead coiling doors and automatic entrance doors.
 - 2. Equipment, including waste compactors and food-service equipment.
 - 3. Fire-protection systems, including fire-extinguishing systems.
 - 4. Conveying systems, including wheelchair lifts.
 - 5. Heat generation, including boilers, feedwater equipment, pumps, and water distribution piping.
 - 6. Refrigeration systems, including chillers, condensers, pumps, and, distribution piping.
 - 7. HVAC systems, including air-handling equipment, air distribution systems, and terminal equipment and devices.
 - 8. HVAC instrumentation and controls.
 - 9. Electrical service and distribution, including transformers, switchboards panelboards uninterruptible power supplies, and motor controls.
 - 10. Packaged engine generators, including transfer switches.
 - 11. Lighting equipment and controls.
 - 12. Communication systems, including intercommunication, surveillance, programming, and detention control equipment.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project Record Documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.

- d. Procedures for routine cleaning
- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

1.01 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module.
Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

1.02 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. A/E will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
 - 2. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through A/E, with at least seven days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a written performance-based test.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 01 79 00

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 2

Existing Conditions



This page intentionally left blank

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- C. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- D. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- E. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 DEFINITIONS

- A. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- C. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- D. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
 - 2. Demolition firm qualifications.
- C. Project Record Documents: Accurately record existing conditions of each area of work.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove and salvage existing detention bunks and store for reinstallation..
- B. Remove other items indicated, for salvage, relocation, and reinstallation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- D. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

- E. Hazardous Materials:

- 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.

- 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Separate areas in which demolition is being conducted from areas that remain occupied.

- 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 in locations indicated on drawings.

- C. Remove existing work as indicated and required to accomplish new work.

- 1. Remove items indicated on drawings.

- D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and

Telecommunications: Remove existing systems and equipment as indicated.

- 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

- E. Protect existing work to remain.

- 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.

- B. Leave site in clean condition, ready for subsequent work.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 5

Metals



This page intentionally left blank

SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel and aluminum items.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 23 - Interior Painting: Paint finish.

1.03 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- B. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2018.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- D. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2023.
- E. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- F. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- G. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- H. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019.
- I. SSPC-SP 2 - Hand Tool Cleaning; 2018.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.

1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- D. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Plates: ASTM A283/A283M.
- B. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- C. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and security sealant.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED ITEMS

- A. Cell Wall Panels '**MM-01**': Steel, as detailed, prepared for epoxy finish.

2.04 FINISHES - STEEL

- A. Prepare surfaces to be primed in accordance with SSPC-SP2.
- B. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.

- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Furnish setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION 05 50 00

This page intentionally left blank

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 7
Thermal & Moisture Protection



This page intentionally left blank

SECTION 07 92 00

JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C881/C881M - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete; 2020a.
- D. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- F. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2020).
- G. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics; 2023.
- H. SCAQMD 1168 - Adhesive and Sealant Applications; 1989, with Amendment (2022).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

2. List of backing materials approved for use with the specific product.
 3. Backing material recommended by sealant manufacturer.
 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 5. Substrates the product should not be used on.
- C. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
1. Adhesion Testing: In accordance with ASTM C794.
 2. Compatibility Testing: In accordance with ASTM C1087.
 3. Allow sufficient time for testing to avoid delaying the work.
 4. Deliver sufficient samples to manufacturer for testing.
 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- B. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
 2. Have a copy of the test method document available during tests.
 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 4. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- C. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or another applicable method as recommended by manufacturer.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Nonsag Sealants:

1. Dow: www.dow.com/#sle.
2. Pecora Corporation: www.pecora.com/#sle.
3. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:

1. Interior Joints:
 - a. Seal the following joints:
 - 1) Joints between steel plates and adjacent construction.
 - 2) Joint between steel plates and steel plates..

2.03 JOINT SEALANTS - GENERAL

- #### **A. Sealants and Primers:** Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.04 NONSAG JOINT SEALANTS

- #### **A. Type JS-1 - Epoxy Sealant:** ASTM C881/C881M, Type I and III, Grade 3, Class B and C; two-component.

1. Hardness Range: 65 to 75, Shore D, when tested in accordance with ASTM C661.
2. Compressive Strength: 11,000 psi (76 MPa), when tested in accordance with ASTM D695.
3. Color: To be selected by Architect from manufacturer's standard range.
4. Service Temperature Range: 40 to 120 degrees F (4 to 49 degrees C).
5. Products:
 - a. Pecora Corporation; DynaPoxxy EP-1200 Two-Part Epoxy Security Sealant: www.pecora.com/#sle.
 - b. Approved Equal.

2.05 ACCESSORIES

- #### **A. Sealant Backing Materials, General:** Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.
- #### **B. Masking Tape:** Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

3.02 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.03 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

ROSS COUNTY JAIL CELL ALTERATIONS
28 N. Paint Street
Chillicothe, OH 45601

- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION 07 92 00

This page intentionally left blank

240003

ROSS COUNTY JAIL CELL ALTERATIONS

DIVISION 9

Finishes



This page intentionally left blank

SECTION 09 91 23
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Exposed walls and ceilings.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Shop-primed items.
- B. Section 09 96 00 - High-Performance Coatings.

1.03 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- E. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

- F. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.
- G. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete; 2018.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, submit each color in each sheen available.
 - 3. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gal (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five years experience and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Basis of Design Manufacturer: Sherwin Williams Company.
 - 2. Dunn-Edwards Corporation: www.dunnedwards.com/#sle.
 - 3. PPG Paints: www.ppgpaints.com/#sle.
 - 4. Rodda Paint Co: www.roddapaint.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content:

1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

C. Flammability: Comply with applicable code for surface burning characteristics.

D. Colors: To be selected from manufacturer's full range of available colors.

1. Selection to be made by Architect after award of contract.
2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP-MD-WC - Medium Duty Vertical and Overhead: Including concrete, concrete masonry units, uncoated steel, shop primed steel, galvanized steel, and aluminum.

1. Two top coats and one coat primer.
2. Top Coat(s): Interior Alkyd, Water Based; MPI #157, 167, 168, or 169.
 - a. Products:
 - 1) PPG Paints Speedhide Interior/Exterior WB Alkyd, 6-1510XI Series, Semi-Gloss.
 - 2) Sherwin-Williams ProMar 200 Waterbased Acrylic-Alkyd, Semi-Gloss.
3. Top Coat Sheen:
 - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.

B. Paint I-OP-DF - Dry Fall: Metals; exposed structure and overhead-mounted services, including shop primed steel deck, structural steel, metal fabrications, galvanized ducts, galvanized conduit, and galvanized piping.

1. Shop primer by others.
2. One top coat _____.
3. Top Coat: Alkyd Dry Fall; MPI #55, 89, or 225.
 - a. Products:
 - 1) PPG Paints Speedhide Interior Alkyd Dry Fog, 6-161XI, Lo Lustre Semi-Gloss.
 - 2) Sherwin-Williams Super Save-Lite Dryfall, Semi-Gloss. (MPI #89)

2.04 PRIMERS

A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

1. Alkali Resistant Water Based Primer; MPI #3.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

a. Products:

- 1) Dunn-Edwards Corporation; EFF-STOP Select Interior/Exterior Masonry Primer Sealer.
- 2) PPG Paints Seal Grip Interior/Exterior Acrylic Universal Primer/Sealer, 17-921XI Series. (MPI #3)
- 3) Sherwin-Williams Loxon Concrete and Masonry Primer Sealer, LX02W50. (MPI #3)

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:

1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 2. Prepare surface as recommended by top coat manufacturer and in accordance with SSPC-SP 13/NACE No.6.
- H. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- I. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- J. Galvanized Surfaces:
- K. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

3.06 SCHEDULE - PAINT SYSTEMS

- A. Concrete, Concrete Masonry Units (CMU), Concrete Block, Brick Masonry: Finish surfaces exposed to view.
 - 1. Interior: CI-OP-3L, semi-gloss.
- B. Steel Doors and Frames: Finish surfaces exposed to view; MI-OP-3A, gloss.
- C. Steel Fabrications: Finish surfaces exposed to view and to concealed surfaces where required to conform to performance requirements and resist corrosion.
 - 1. Interior: MI-OP-3L, gloss.
- D. Aluminum: Finish surfaces exposed to view.
 - 1. Interior: MaI-OP-3L.
- E. Galvanized Steel: Finish surfaces exposed to view.
 - 1. Interior: Mgl-OP-3L.

END OF SECTION 09 91 23

This page intentionally left blank

SECTION 09 96 00

HIGH-PERFORMANCE COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High performance coatings.
- B. Surface preparation.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 23 - Interior Painting: Requirements for mechanical and electrical equipment surfaces.

1.03 REFERENCE STANDARDS

- A. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- C. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- E. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. SSPC V2 (PM2) - Systems and Specifications: Steel Structures Painting Manual Volume 2; 2021.
- G. SSPC-PA 2 - Procedure for Determining Conformance to Dry Coating Thickness Requirements; 2022.
- H. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- I. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.
- J. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete; 2018.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).

- 3. Cross-reference to specified coating system(s) product is to be used in; include description of each system.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Data: Include cleaning procedures and repair and patching techniques.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Coating Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not install materials when temperature is below 65 degrees F (18 degrees C) or above 85 degrees F (30 degrees C).
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- D. Restrict traffic from area where coating is being applied or is curing.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. High-Performance Coatings:
 - 1. Prime Coat Coating Systems (Basis of Design): www.primecoat.com.
 - 2. Stonhard: <https://www.stonhard.com>.
 - 3. Everlast Epoxy: www.everlastepoxy.com.
 - 4. Substitutions: Section 01 60 00 - Product Requirements.

2.02 HIGH-PERFORMANCE COATINGS

- A. Provide coating systems that meet the following minimum performance criteria, unless more stringent criteria are specified:
 - 1. Color and Pattern: As selected by the Architect from manufacturers standard color options.
 - 2. System Thickness: Walls 65 mils minimum.
 - 3. Product Composition: Wall systems must be spray applied 100% solids with fiberglass and Kevlar strands premixed into both the Part A and Part B epoxy components. Must contain fiberglass strands sufficient enough to form a reinforced matrix/web within the resin providing increased tensile strength and impact resistance.
 - 4. Surface Burning Characteristics: Flame spread/Smoke developed index of 76-200/0-450, maximum, when tested in accordance with ASTM E84.
 - 5. Abrasion Resistance: 0.03 gn / 1000 revolutions, when tested in accordance with ASTM D-4060 taber abrader.
 - 6. Hardness: 83-88 minimum, when tested in accordance with ASTM D-2240 / Shore D Durometer.
 - 7. Compressive Strength: 11,700 psi minimum, when tested in accordance with ASTM D-695.
 - 8. VOC's : In compliance with EQ 4.2, less than 100 g/l.
 - 9. High or Low solids solvent based and all water based systems excluded..
 - 10. Mat-layup systems excluded.
 - 11. Roller applied systems excluded.
 - 12. Fiberglass chopper gun systems excluded.
 - 13. Integrated Anti-microbial shall be resistant to the following:
 - a. Fungi Bacteria: *Alternaria tenuis* *Aerobacter aerogenes*, *Alternaria brassiciola* *Bacillus cereus*, *Aspergillus clavatus* *Bacillus subtilis*, *flavus* *Desulfovibrio desulfuricans*, *niger* *Ectero bacter* sp., *oryzae* *Klebsiella pneumoniae*, *terreus* *Lactobacilli* sp., *ustus* *Micrococcus* sp., *versicolor* *Proteus* sp. *Aureobasidium* (*Pullularia*) *pullulans* *Pseudomonas aeruginosa*, *Candida guilliermondii* *S. typhimurium*, *lipolytica* *S. typhosa*, *pelliculosa*, *Salmonella choleraesuis*, *tropicalis* *Shigella* sp., *Chaetomium globosum* *Staphylococcus aureus*, *Cladosporium resinae* *Staphylococcus epidermidis*, *Epidermophyton* sp. *Streptococcus faecalis*, *Helminthosporium*, *gramineum* *Streptococcus pyogenes*, *Memnoniella echinata*, *Mucor racemosus*.
 - b. Actinomycetes: *Myrothecium verrucaria*, *Streptomyces rubrircetuli*, *Penicillium citrinum*, *Streptovercillium reticulum*, *Penicillium islandicum*, *Thermoactinomyces vulgaris*, *expansum*, *funiculosum*, *lilacinum*, *luteum*, *piscarium*, *variabile*, *Rhizopus nigricans*, *Scopulariopsis brevicaulis*, *Spicaria violacea*, *Trichophyton mentagrophytes*.

2.03 SYSTEM COMPONENTS

- A. General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated; number of coats specified does not include primer or filler coat.
1. Moisture Mitigation Primer: (as required on slab on grade surfaces that are subject to moisture transmission from ground).
 - a. Resin: 100% solids epoxy.
 - b. Application Method: per manufacturer's instructions.
 - c. Installed thickness: 16 mils minimum.
 - d. Number of coats: per manufacturer's instructions.
 2. Flexible Membrane: (required on floor surfaces that are above grade).
 - a. Resin: 100% solids flexible epoxy.
 - b. Application Method: per manufacturer's instructions.
 - c. Installed thickness: 30 mils minimum.
 - d. Number of coats: 1.
 3. Floor Base Coat:
 - a. Resin: 100% solids plural component Bisphenol A epoxy with broadcasting medium.
 - b. Application method: pour and squeegee applied with full broadcast to rejection.
 - c. Minimum installed thickness of neat resin, 20 mils..
 - d. Number of coats: 1.
 4. Primer/Block Filler: (for walls and ceilings).
 - a. Resin: 100% solids penetrating epoxy primer/filler.
 - b. Product Viscosity: must be thixotropic maintaining a consistency that allows it to fully fill voids in porous substrates such as concrete masonry units without slumping or sagging.
 - c. Application Method: spray, roller or brush.
 - d. Minimum Installed Thickness: 8-10 mils over concrete and non-porous surfaces; 12-16 mils over CMU and other porous surfaces.
 - e. Number of Coats: 1 (Note: a second coat may be required to obtain pinhole free surface)
 5. Fiberglass and Kevlar® Reinforced Body Coat: applied to all surfaces, ceilings, walls, and flooring/cove base.
 - a. Resin: 100% solids Fiberglass and Kevlar® reinforced epoxy
 - b. Application method: 45:1 air-powered airless spray w/gravity-fed hopper
 - c. Reinforcement: Kevlar® and fiberglass strands premixed into both the resin and catalyst sides of the epoxy material
 - d. Minimum Installed thickness: 50 mils
 - e. Number of coats: as recommended by manufacturer to achieve specified thickness without causing the material to slump or sag
 6. Top Coat: applied to all surfaces, ceilings, walls, flooring and cove base
 - a. Resin: 100% solids Bisphenol A chemically resistant epoxy with integrated non-leeching anti-microbial
 - b. Application method: roller or spray
 - c. Minimum installed thickness: 8-10 mils
 - d. Type: pigmented
 - e. Floor Finish only: to meet ADA requirements by broadcasting non pulverizing aggregate into floor topcoat to achieve proper slip resistant texture

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.
- B. Patching and Fill Material: Resinous product of resinous flooring manufacturer.
- C. Joint Sealants: Formulated by resinous flooring manufacturer for type of service and joint condition indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Do not begin application of coatings until substrates have been properly prepared.
- C. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer.
Obtain and follow manufacturer's instructions for examination and testing of substrates.
- D. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- E. Mandatory Testing of Floor Slabs:
 - 1. Prior to the installation of flooring, it is mandatory that all surfaces are tested for moisture content, pH, and alkalinity levels that would be detrimental to the adhesion of coating materials. For tests to be accurate, temperatures and humidity levels should be stabilized for a minimum of 72 hours.
NOTE: TESTING PERFORMED BY ANY METHOD IN UNCONDITIONED SPACES WILL NOT YIELD CONSISTENT RESULTS. Tests below must be completed in accordance with documented Test Methods:
 - a. Calcium Chloride Tests per ASTM F 1869
 - b. Relative Humidity in situ Testing per ASTM F 2170
 - c. Others as required by manufacturer or unique job conditions. If additional testing is required, additional costs may be incurred by owner.
- F. Do not proceed with installation if moisture levels exceed 5% or 3 lbs. per 1,000 sf per 24 hours or if ambient temperature is less than 5°F above dew point unless approved by material manufacturer

3.02 PREPARATION

- A. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

- B. Clean and prepare surfaces in accordance with manufacturer's instructions for substrates indicated.

Provide clean, dry, and neutral pH substrate for floor/wall applications.

- C. Remove substances that would bleed through finished coatings. If unremovable, seal surface with shellac.

- D. Remove finish hardware, fixture covers, and accessories and store.

- E. Existing Painted and Sealed Surfaces:

1. Remove loose, flaking, and peeling paint. Feather edge and sand smooth edges of chipped paint.
2. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.

- F. Concrete:

1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
2. Prepare surface as recommended by coating manufacturer and in accordance with SSPC-SP 13/NACE No.6.

- G. Masonry:

1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
2. Prepare surface as recommended by coating manufacturer.
3. Clean surfaces with pressurized water. Use pressure range of 600 to 1,500 psi (4,140 to 10,350 kPa) at 6 to 12 inches (150 to 300 mm). Allow to dry.

- H. Galvanized Surfaces:

1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

- I. Ferrous Metal:

1. Solvent clean according to SSPC-SP 1.
2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3, and protect from corrosion until coated.

3.03 PRIMING

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

3.04 COATING APPLICATION

- A. General: Apply each component of elastomeric liquid flooring system in compliance with manufacturer's directions to produce a uniform monolithic wearing surface of thickness indicated,

uninterrupted except at divider strips, sawn joints or other types of joints (if any), indicated or required.

1. Coordinate application of components to provide optimum adhesion of resinous floor/wall system to substrate and intercoat adhesion
 2. At substrate control, isolation, and expansion joints, provide joint as necessary in resinous flooring in compliance with manufacturer's directions and engineering details for each joint type.
 3. Apply backer rod and elastomeric joint filler into isolation or expansion joints in compliance with manufacturer's directions.
- B. Moisture Mitigation Primer: Required on all surfaces at grade in areas subject to high levels of hydrostatic pressure where an effective moisture vapor barrier is not in place to prevent excessive moisture vapor drive through the concrete slab.) Apply number of coats as required by manufacturer to achieve a Class 1 Vapor Retarder Rating of 0.1 perm per ASTM F 3010. Minimum required thickness is 16 mils. Note: When using a moisture mitigation primer no additional primers are required.
- C. Flexible Membrane: On surfaces above grade or over occupied spaces apply one full coat of 100% solids plural component flexible membrane at 30 mils WFT being sure to pull the material up the wall the distance of the specified cove base. Allow membrane coat to cure.
- D. Cove Base: Trowel apply cove base and threshold if applicable by using a mixture of 100% solids epoxy and trowel grade aggregates to make mortar system. Material shall be pulled tightly against substrates to eliminate all gaps and to form a monolithic uniform cove base as specified.
- E. Floor Base Coat: Mix floor Base Coat components with Jiffy Mixer for 2 minutes, pour onto floor in a bead, squeegee apply, backroll. Apply at 20 mils, or 80 square feet per mixed gallon. While Base Coat is wet, broadcast manufacturer's recommended aggregate into base coat to rejection and allow to dry. Sweep off/vacuum up all excess aggregate.
- F. Taping and filling of joints: All joints between cement boards (if applicable) shall be filled with 100% solids plural component epoxy patching material designed for vertical patching and embedded with reinforcing fiberglass mesh. Patching material shall be installed flush with adjacent surfaces.
- G. Filler Coat: Mix plural component thixotropic epoxy material in accordance with manufacturer's mixing instructions and spray or roller apply. After material is applied backroll to force material into pores and voids. Apply at a spreading rate of 100 -133 sq. ft. per gallon or 12-16 mils. Allow to dry tack free.
- Note: additional coats may be required by manufacturer's field site representative for system to

achieve pinhole free substrate. Follow manufacturer's recommendation

- H. Build Coat: Mix fiberglass/Kevlar®-reinforced body coat with a Jiffy Mixer for a minimum of 2 minutes and apply to all previously primed floors, walls and ceilings with a 45:1 air-powered airless spray rig with gravity-fed hopper and allow to cure. Minimum thickness of 50 mils required on walls and floors. Minimum of 15-20 mils on ceilings. Note: Manufacturer's field representative is responsible for supervising proper installation of body coat, collecting data supporting minimum specified thicknesses are achieved and product is not slumping or sagging but uniform in appearance. If slumping or sagging occur installer must grind cured material to remove slumps and sags.
- I. Final Finish/Glaze Coat: After build coat is fully cured, abrade all surfaces to remove any exposed or protruding Kevlar and fiberglass strands and other imperfections. Mix final glaze coat with integrated anti-microbial and apply to all surfaces, walls, ceilings and floors at a minimum of 8 mils to wall and ceiling surfaces and 10-12 mils on floor surfaces. Broadcast and back-roll non-pulverizing slip resistant additive into final floor finish encapsulating the slip resistant additive to achieve ADA requirements.
- J. The finished floor must meet ADA specifications for this project. Installer shall provide a Sullmair FSC 2000-1346 Floor tester to validate ADA requirements. Note: Achieving the required ADA coefficient of friction may require additional topcoat material or slip resistant additives

3.05 CURING

- A. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during curing processes
 - 1. Temperatures shall be maintained at 70°F – 80°F.
 - 2. Water leaks must be prevented as they will compromise epoxy components ability to set properly – water drips may compromise or stain finishes.
 - 3. Steam or any airborne contamination will adversely affect curing.

3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

ROSS COUNTY JAIL CELL ALTERATIONS

28 N. Paint Street

Chillicothe, OH 45601

3.07 PROTECTION

- A. Protection from damage and wear during the construction process is recommended. Comply with manufacturer's recommendations for protective materials and their method of application. Remove temporary protection prior to final inspection. Protection from welding, impact from heavy tools and other abuse is anticipated, the contractor doing the work shall take extra care in protecting the floor with impact resistance and if necessary, flame resistant coverings. Removal of any temporary or protective material is not the responsibility of the Installer.
- B. Protect finished work from damage.

END OF SECTION 09 96 00

This page intentionally left blank