

Bid Package:

1. Legal Notice
2. Instructions to Bidders
3. Owner-Contractor Agreement
4. Modified Standard General Conditions of Construction Contract
5. Bid Form
6. Contractor's Personal Property Tax Affidavit
7. Contractor's Qualification Statement
8. Bid Guaranty and Contract Bond
9. Pre-Bid Substitution Form
10. Sales & Use Tax / Construction Contract Exemption Certificate
11. Statement of Claim Form
12. Design Professional's Certificate of Substantial Completion
13. Contractor's Affidavit of Payment or Amounts Withheld
14. Contractor Waiver and Release Affidavit
15. Subcontractors, Suppliers Waiver and Release Affidavit
16. Contractor Final Lien Waiver and Release Affidavit
17. Design Professional's Drawings & Specifications

Administrative Documents (Non-Contract Documents):

- Notice to Surety and to Surety's Agent
- Notice to Proceed
- Notice of Commencement with Instructions for Completion and Maintenance of the Notice of Commencement for the Construction Project

## Public Notice

Sealed bids will be received by the West Clermont Local School District Board of Education as provided in this notice for the **West Clermont High School Athletic Field House Project**.

Bids shall be enclosed in a sealed envelope addressed to West Clermont Local School District Board of Education, c/o Lance Perry, Director of Operations, 4350 Aicholtz Road, Suite 200, Cincinnati, OH 45245 and plainly marked on the outside "WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE PROJECT BID." Bids will be received until 2:00 PM, local time September 20, 2019.

Copies of the Contract Documents (full sets only) will be available for purchase from ARC Reprographics, 4219 Maksbary Road, Cincinnati, OH 45242, [www.e-arc.com](http://www.e-arc.com), (513) 326-2300 at the non-refundable cost of reproduction plus shipping, if requested. The Contract Documents are available for viewing at the office of KBA, Incorporated, 29 High Street, Milford, OH 45150 and the District Office, 4350 Aicholtz Road, Suite 200, Cincinnati, OH 45245.

A pre-bid conference will be held on September 11, 2019 at 1:00 PM, local time, at the West Clermont High School Field House, 4101 Bach-Buxton Road, Cincinnati, Ohio 45103.

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates do not 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.

# INSTRUCTIONS TO BIDDERS

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**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 additional compensation 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 West Clermont High School Athletic Field House Project (“the Project”). The Project and Work for the Project consists of general construction including building, site, and electrical for a 6,000 sq wood pole barn, with designated design, located at West Clermont High School, 4101 Bach-Buxton Road, Cincinnati, Ohio 45103 in accordance with the Drawings and Specifications prepared by the Design Professional.
2. The Design Professional for the Project is:

Mark Bredemeier, RA  
KBA, Incorporated  
29 High Street,  
Milford, Ohio 45150  
mbredemeier@kbainc.com  
513.752.7800

**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. Subject to prior authorization from the Owner, 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 relative to excavation and utility locates. Bidder shall receive prior permission before such site visit. Access to the Project site may be obtained by request to Lance Perry, Director of Operations, [perry\\_l@my.westcler.org](mailto:perry_l@my.westcler.org), (513) 843-5026.

**E. ESTIMATE OF COST**

1. The total estimated construction cost for the base bid Work for the Project for which bids are being solicited at this time is \$346,000.00.

**F. CONTRACT DOCUMENTS AND PRE-BID MEETING**

The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.

Copies of the Contract Documents (full sets only) will be available for purchase from ARC Reprographics, 4219 Maksbary Road, Cincinnati, OH 45242, [www.e-arc.com](http://www.e-arc.com), (513) 326-2300 at the non-refundable cost of reproduction plus shipping, if requested. The Contract Documents are

available for viewing at the office of KBA, Incorporated, 29 High Street, Milford, OH 45150 and the District Office, 4350 Aicholtz Road, Suite 200, Cincinnati, OH 45245.

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.

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.

A pre-bid conference will be held at **1:00 p.m., on September 11, 2019**. Meet at the West Clermont High School Field House, 4101 Bach-Buxton Road, Cincinnati, Ohio 45103.

## **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 affect the price, quantity or quality of the Work to be performed.
4. Each Bidder shall submit **2** copies 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. 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 "WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE PROJECT BID," and addressed as follows:

**West Clermont Local School District Board of Education  
c/o Lance Perry, Director of Operations  
4350 Aicholtz Road, Suite 200  
Cincinnati, Ohio 45245**

Bids must be received at the location designated above before **2:00 P.M., local time September 20, 2019**.

6. **The completed Bid Form shall be accompanied by the following documents:**
  - a. **Bid Guaranty and if applicable, Contract Bond (See Paragraph G.8 below.)**
  - b. **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 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 Bid Documents.
- 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 and all add alternates included. 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 bid in the form of the Bid Guaranty and Contract Bond included in the Bid 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 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 Bid Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA 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 Responsible 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 responsible bid, 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 lowest responsible 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 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 responsible 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, and Ohio ethics laws.
  - h. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
  - i. 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.
  - j. The Owner's prior experience with the Bidder's surety.
  - k. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
  - l. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
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 three (3) business days 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 responsible bid.
  6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest responsible bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, 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 three (3) business days 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. **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:**
    - i. **Project Owner**
    - ii. **Project Name**
    - iii. **Subcontract Scope**
    - iv. **Subcontract Value**
    - v. **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 responsible 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.**

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 Design Professional after award of the Contract, the successful Bidder shall execute and deliver to the 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. Substitutions, however, will not be considered in determining the lowest responsible bid.
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 seven (7) working 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 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 responsible 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 Bid 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 the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. All Addenda

will be issued, except as hereafter provided, and 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 Mark Bredemeier, [mbredemeier@kbainc.com](mailto:mbredemeier@kbainc.com). Requests received fewer than 7 days prior to bid opening may not be answered. 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 established in the Request for Bids. The request to withdraw shall be made in writing to and received by the Owner's Representative 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 responsible 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.

**END OF INSTRUCTIONS TO BIDDERS**

## OWNER-CONTRACTOR AGREEMENT

**Owner:**

West Clermont Local School District Board of Education  
4350 Aicholtz Road, Suite 220  
Cincinnati, Ohio 45245

**Contract:** General

**Contractor:**


**Owner's Representative(s):**

Lance Perry, Director of Operations,  
[perry\\_l@my.westcler.org](mailto:perry_l@my.westcler.org)

**Project:**

West Clermont High School Athletic Field House Project  
Located at:  
4101 Bach-Buxton Road  
Cincinnati, Ohio 45103

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

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;
  - D. Owner-Contractor Agreement;
  - E. General Conditions of the Contract for Construction (AIA Document A201-2017), as modified;
  - F. Drawings and Specifications;
  - 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 contract, 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.

**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.)

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**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.)

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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. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

2.1 The Design Professional is:

Mark Bredemeier, RA  
KBA, Incorporated  
29 High Street  
Milford, Ohio 45150  
mbredemeier@kbainc.com  
513.752.7800

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – OWNER-CONTRACTOR AGREEMENT

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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, within **180** calendar days of the Date of Commencement ("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 the General Conditions, within **30** days of achieving 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 dates listed below (none, if none are listed.) 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. Not Applicable.

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 Finally Complete by the Date of 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 amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

**LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION**

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 250.00
\$500,000.01 to \$2,000,000.00	\$ 500.00
\$2,000,000.01 to \$10,000,000.00	\$ 800.00
\$10,000,000.01 to \$50,000,000.00	\$ 1,500.00
\$50,000,000.01 and greater	\$ 2,000.00

**LIQUIDATED DAMAGES – FINAL COMPLETION**

<u>Original Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$500,000.00	\$ 200.00
\$500,000.01 to \$2,000,000.00	\$ 250.00
\$2,000,000.01 to \$10,000,000.00	\$ 325.00
\$10,000,000.01 to \$50,000,000.00	\$ 500.00
\$50,000,000.01 and greater	\$ 625.00

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.

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:

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); and

4.2 [Not Used.]

4.3 [Not Used.]

4.4 [Not Used.]

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 by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the Modified General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. **[NOT USED.]**

7. **GENERAL.**

7.1 **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will 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 have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. 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 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 section.

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

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will 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 of the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

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

7.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 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.

7.7 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.

7.7.1 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.

7.7.2 [NOT USED.]

7.7.3 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.

7.8 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.

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

7.10 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.

7.11 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: **West Clermont Local School District Board of Education**

Contractor:                     

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF FUNDS**  
(ORC Section 5705.41)

The undersigned, Treasurer/Chief Financial Officer of the West Clermont Local School District Board of Education, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – OWNER-CONTRACTOR AGREEMENT

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Dated: \_\_\_\_\_

West Clermont Local School District Board of Education

\_\_\_\_\_  
Kelly Sininger, Treasurer/Chief Financial Officer  
West Clermont Local School District Board of Education

(ORC Section 5705.412)

The undersigned Treasurer/Chief Financial Officer and President of the West Clermont Local School District Board of Education, and the Superintendent of Schools of the West Clermont Local School District, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

Dated: \_\_\_\_\_

West Clermont Local School District Board of Education

\_\_\_\_\_  
BY: Kelly Sininger  
Treasurer/Chief Financial Officer

\_\_\_\_\_  
BY: Natasha L. Adams  
Superintendent

\_\_\_\_\_  
BY: Tina Sanborn  
President, Board of Education

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – OWNER-CONTRACTOR  
AGREEMENT

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# 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)*

West Clermont High School Athletic Field House Project

THE OWNER:

*(Name, legal status and address)*

West Clermont Local School District Board of Education 4350 Aicholtz Road, Suite 200  
Cincinnati, OH 44245

THE ARCHITECT:

*(Name, legal status and address)*

KBA, Incorporated 29 High Street  
Milford, OH 45150

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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.

Init.

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(3B9ADA51)

## 15 CLAIMS AND DISPUTES



Init.

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(3B9ADA51)



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## 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. The Work of the Contractor shall include the Work to facilitate the Work of all of its Subcontractors.

### **§ 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 Furnish**

~~the Agreement~~ Furnish means to purchase and deliver product to the site ready for installation.

### **§ 1.1.10 Install**

Install means to take finished product and assemble, erect, secure in place, connect in operation, as applicable.

Init.



**§ 1.1.11 Provide**

~~to render initial decisions on Claims~~ Provide means to furnish and install.

**§ 1.1.12 Substantial Completion**

~~in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to~~ Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy 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.

**§ 1.1.13 Date for Substantial Completion**

~~the Owner or~~ 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.

**§ 1.1.14 Final Completion**

~~Contractor and~~ 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.

**§ 1.1.15 Date for Final Completion**

~~shall not be liable for results~~ 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.

**§ 1.1.61 Finally Resolved**

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.

**§ 1.1.17 Claim**

Claim is defined in Section 15.1.1 of these General Conditions.

**§ 1.1.18 Statement of Claim Form**

~~of interpretations or decisions rendered~~ Statement of Claim Form means the Statement of Claim Form included with the Project Manual.

**§ 1.1.19 Separate Contractor**

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

**§ 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 registered mail, by overnight delivery, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 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.

### **§ 1.7 Digital Data Use and Transmission**

~~The parties shall agree upon protocols governing the transmission and use of~~ If the parties intend to transmit Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data 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 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, E203™-2013,~~ Building Information Modeling and Digital Data Exhibit, and

Init.

the requisite AIA Document ~~G202™-2013, 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 only have such authority 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.]~~

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~~§ 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 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.

~~§ 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 listed below, 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 (2) 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, or thereafter proceed without interruption to correct such default or neglect within fifteen (15) 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. 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 Architect. 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 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 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~~ carefully and diligently investigated the entire site and surrounding area, including location, condition, and layout of the site and utility locations, become thoroughly 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, for determining that the Work is constructible, for 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 any of other Contractors, are consistent with the information in the Contract Documents and ready for the

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Work. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions and the Owner any inconsistencies, errors, or omissions in the sizing, load bearing capacity, or other design information in the Contract Documents 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, subject to its Standard of Care, 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 report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require, to the extent that a competent contractor would do so, and shall immediately report in writing any conflicts with such laws, statutes, ordinances, building codes, and rules and regulations to the Architect and Owner.

§ 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. attention and consistent with the skill of a competent contractor. 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. 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 notice to the Owner and Architect, and shall not proceed with that portion of the Work without further 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 his 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 him under the contract. The Contractor shall verify grades, lines, levels, and dimensions indicated on the drawings and shall notify the Architect 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 engineers 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 his 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 Unless otherwise specifically provided in the Contract Documents, a neat and legible set of As-Built Drawings and Project Manuals on which:
  - .1 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;
  - .2 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;
  - .3 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;
  - .4 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;
  - .5 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; and
  - .6 The payroll reports for its employees and the employees of its Subcontractors working on the Project.
- .3 Claims for the Contractor’s failure to comply with the Ohio Public Records Act, if applicable, shall be claims under Section 3.18.1.
- .4 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 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 selected by it 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, 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

~~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 14-21 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 ~~(+)~~ the difference between actual costs and the allowances under Section 3.8.2.1 and (-) 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 ~~(+)~~ 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 ten (10) days after the date of the Effective Date. The Construction Schedule shall include and be consistent with any applicable Milestone Dates in the Bidding 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. 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 the dates in the Construction Schedule.

~~each portion.~~ **.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 affected 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

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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, equipment, and facilities; and (iii) other similar measures (collectively referred to as “Corrective Measures”). If the Owner order 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 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 architect~~ 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 architect 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, adequacy, accuracy, and completeness 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. ~~architects.~~ 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~~ [Not Used.]

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**§ 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 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
- the Contract Documents require .10 Other instructions and materials as required by the Contract Documents.

The Contractor shall provide two (2) copies of the above instruction books 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.

the Contractor's design professional to certify that the **§ 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.

Work has been performed in accordance with the design criteria, the **§ 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 carefully 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 such certifications for each submission of Shop Drawings, one (1) transparency reproduction and 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. Such booklets need not be in the form of transparencies. 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 the transparency 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 transparency 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 the Owner by the Architect for reference on the job and for his 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.

~~in the form specified by the Architect.~~ § 3.12.20 When the Contractor requests a change in any item which will involve a change in related items or supports, 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 radios, tape, or compact disc 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.

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**§ 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 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 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 Waivers of Claims**

**§ 3.21.1** 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, and (b) a complete list of its Subcontractors and Suppliers in the form included in the Contract Documents or as required by the Owner.

### **§ 3.22 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~~ Unless otherwise set forth in the Agreement, the Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction (1) during construction, (2) until the date the Architect issues the final Certificate for Payment, and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2 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 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 upon with the Owner, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) 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, except as provided in Section 3.3.1.~~

**§ 4.2.3** ~~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 Except as required by its duty of care owed to the Owner, the Architect (a) will not be responsible to the Owner for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect Documents, and (b) 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 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 13.5.2 and 13.5.3, whether or not 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 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 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.

## 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 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.

§ 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.

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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 Contractor shall 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, 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;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .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; 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.~~

**§ 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.~~ **6 Total cumulative overhead and profit for all Subcontractors on any add or**

**§ 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.~~ **deduct Change Order shall not exceed 15% of the total cost of 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 15.1.5.3, 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 or by the Architect. The percentage completion of each portion of the Work shall be consistent with the then 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.

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§ 9.3.1.4 The Contractor shall provide lien waivers from itself and all subcontractors, material suppliers, and any other party that performed work or supplied materials for the Project. Each Application for Payment shall include, in the form included in the bid package, partial and conditional lien waivers from each of the aforementioned parties for the work performed to date on the Project and for the value of the work performed during the current billing period. 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 153.14. After the Contract is 50 percent complete as evidenced by payments in the amount of at least 50 percent of the Contract Price to 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 in 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;~~

Init.

**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, 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 utilize the Work for its intended use defined in Paragraph 1.1.12 herein. 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.~~

**§ 9.8.2** 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. Final Completion is defined in Paragraph 1.1.14 herein.

**§ 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.
- .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 15.1.2.~~

#### **§ 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 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 Contractor shall purchase and maintain the required insurance from from and maintain in an insurance company or insurance companies lawfully authorized to issue insurance in approved by the Owner and licensed to do business in the State of 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.

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

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 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, written on an occurrence basis, 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 \$ 5,000,000 each occurrence and \$ 5,000,000 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/Advertising Injury, (ix) Stopgap liability with Ohio Intentional Tort endorsement for \$1,000,000 limit; (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 per person and \$2,000,000 each accident.
- .3 Workers' compensation with policy limits as established by Ohio law. Contractor's Workers' Compensation policy shall include a waiver of subrogation.

§ 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.

§ 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.

such penal sums, and subject to such terms and conditions as § 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.

required by § 11.1.2.5 All insurance policies required in Section 11.1 shall be written on an occurrence basis.

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 five (5) years beyond that date. The Contractor will furnish the Owner and each other additional insured identified in the General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to the Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

The Contractor shall purchase § 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.

§ 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.

§ 11.1.2.10 All liability policies required in Section 11.1 must include contractual liability insurance covering the Contractor's indemnity obligations.

and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where § 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 Contract 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 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) with AIA Document G-715 "Supplemental Attachment" attached thereto. The Contractor shall furnish to the Owner copies of any endorsement that is subsequently issued by amending coverage or limits.

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~~§ 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, 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**

Owner 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**. Unless otherwise provided, the Owner 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

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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 **11.3.1.1.1** 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 11.3.7. 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 11.3 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

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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**

**§ 11.3.1** 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

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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 of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Project, 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~~ 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

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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

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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 Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered mail, overnight delivery, or certified mail, or by electronic mail with delivery confirmation, or by courier service providing proof of delivery to the last business address known to the party giving notice.

### **§ 13.4 Rights and Remedies**

**§ 13.3.1-13.4.1** 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 13.4.2** 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.

### **§ 13.4-13.5 Tests and Inspections**

**§ 13.4.1-13.5.1** 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.~~ **§ 13.5.1.1** 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.

**§ 13.5.1.2** 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.

**§ 13.4.2-13.5.2** 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~~, 13.5.1, 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~~, 13.5.3, shall be at the Owner's expense.

**§ 13.4.3-13.5.3** If procedures for testing, inspection, or approval under Sections ~~13.4.1 and 13.4.2~~ 13.5.1 and 13.5.2 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.

**§ 13.4.4-13.5.4** 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.

**§ 13.4.5-13.5.5** 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.

**§ 13.4.6-13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### **§ 13.5-13.6 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%).

**§ 13.7 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. **§ 13.8 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 reasonable overhead and profit on Work not executed, and including reasonable overhead and profit,~~ costs incurred by reason of such termination, termination, and damages.

§ 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,~~ 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 Price or the Contract Times, for each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the 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 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

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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>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

~~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, and (e) concealed or unknown conditions under Section 3.7.4.

~~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,~~ 11.3.8, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as

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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. mediation is not successful in resolving the matter, litigation. Venue for such litigation shall be exclusive in the state court of competent jurisdiction in the county in which the Owner's principal office is located. The parties expressly waive the right to remove any litigation to federal court.

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§ 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, When a written decision of the Initial Decision Maker states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation is not initiated by the Contractor 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 failure by the Contractor to demand mediation within the said 30-day period shall result in the Initial Decision Maker's decision becoming 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 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 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.~~

~~§ 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-proceedings.~~

~~§ 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 ArbitrationLitigation

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, 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.Any Claim not resolved by mediation pursuant to~~

Section 15.3.1 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, Clermont County, Ohio. 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.]~~

**BID FORM**

**1.01 BID SUBMITTED BY:**

\_\_\_\_\_  
(Contractor)  
Date bid submitted: \_\_\_\_\_

**1.02 DELIVER TO:**

**West Clermont Local School District Board of Education  
c/o Lance Perry, Director of Operations  
4350 Aicholtz, Suite 200  
Cincinnati, Ohio 45245**

**1.03** Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **West Clermont High School Athletic Field House 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, General Conditions of the Contract (AIA A201, 2017) (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, including any Allowances but not including unit price work or alternates.

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

**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 responsible 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.

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

# WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

## 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> (includes total amount due, plus penalties and interest thereon)
Clermont	\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in Clermont County.

\_\_\_\_\_  
\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 20\_\_

# CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO: West Clermont Local School District Board of Education  
ATTN: Lance Perry, Director of Operations  
4350 Aicholtz Road, Suite 220  
Cincinnati, Ohio 45245

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT:

## 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?

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 If your organization is a corporation, answer the following:

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 If your organization is a partnership, answer the following:
  - 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 If your organization is individually owned, answer the following:
  - 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.

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- 3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
  - 3.2.1 Has your organization ever failed to complete any work?
  - 3.2.2 Within the last five (5) 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 suits 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.

3.3 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.

3.4 On a separate sheet, 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.

3.4.1 State total amount of work in progress and under contract:

3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

3.5.3 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 (5) years, identify the member of management and the name of the construction company.

3.5.4 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."

3.5.5. 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."

3.6 On a separate sheet, 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 Architect, 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.

#### 4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

#### 5. FINANCING

5.1 Financial Statement

5.1.1 Attach 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).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**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.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

**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 **West Clermont  
Local School District Board of Education**, 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 **West Clermont High School Athletic Field House 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.

WEST CLERMONT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION – BID GUARANTY AND  
CONTRACT BOND FORM

BGCB-1

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 **West Clermont Local School District Board of Education** ("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 **West Clermont High School Athletic Field House 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: \_\_\_\_\_





STEC-CC  
Rev. 3/15/04

# Sales and Use Tax Construction Contract Exemption Certificate

### Identification of Contract:

Contractee's (Owner's) name: West Clermont Local School District Board of Education

Exact location of job/project: West Clermont High School, 4101 Bach-Buxton Road, Cincinnati, Ohio 45103

Name of job/project as it appears on contract documentation: West Clermont High School Athletic Field House Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input checked="" type="checkbox"/>	real property under a construction contract with the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;	<input checked="" type="checkbox"/>	real property which 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;
<input type="checkbox"/>	a horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	a house of public worship or religious education;
<input type="checkbox"/>	a building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in section 5739.02(B)(12) of the Revised Code;	<input type="checkbox"/>	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;
<input type="checkbox"/>	the original construction of a sports facility under section 307.696 of the Revised Code;	<input type="checkbox"/>	a hospital facility entitled to exemption under section 140.08 of the Revised Code;
<input type="checkbox"/>	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: \_\_\_\_\_

### Owner/Contractee

Name: West Clermont Local School District Board of Education

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Street address: 4350 Aicholtz Road, Suite 220

City, state, ZIP code: Cincinnati, Ohio 45245

Date: \_\_\_\_\_

### Subcontractor

Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, ZIP code: \_\_\_\_\_

Date: \_\_\_\_\_

### Political Subdivision

Name: same as Owner/Contractee

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, ZIP code: \_\_\_\_\_

Date: \_\_\_\_\_

**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\_\_.

\_\_\_\_\_

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

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: West Clermont High School Athletic Field House      Contract For: General Contract

Owner: West Clermont Local School District Board of Education      CONTRACTOR: [insert name and address]  
[redacted]

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:

[redacted]  
(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): [redacted]
2. Additional days added to Date for Substantial Completion by Change Order: [redacted]
3. Additional days added by Claims that have been Finally Resolved: [redacted]
4. Date for Substantial Completion in the Contract Adjusted by days under No. 2 and No. 3 [redacted]

"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 [redacted].

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 [redacted] 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 [REDACTED]

Signature: \_\_\_\_\_

Date: [REDACTED]

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

PROJECT: West Clermont High School Athletic      CONTRACTOR:  
Field House

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

<b>Typed or Printed Name of Subcontractor or Supplier</b>	<b>Address of Subcontractor or Supplier</b>	<b>Telephone Number of Subcontractor or Supplier</b>

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 \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary Public  
 Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

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

Project: West Clermont High School Athletic Field House

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the West Clermont Local School District Board of Education (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.

_____	State of: _____ County of _____
Company Name	Subscribed and sworn to before me this _____
_____	day of _____
Authorized Signature (Company Officer)	Notary Public: _____
_____	My Commission Expires: _____
Title	
_____	
Date	

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

Project: West Clermont High School Athletic Field House

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 West Clermont Local School District Board of Education (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.

\_\_\_\_\_ State of: \_\_\_\_\_ County of \_\_\_\_\_  
Company Name

\_\_\_\_\_ Subscribed and sworn to before me this \_\_\_\_\_  
Authorized Signature (Company Officer) day of \_\_\_\_\_

\_\_\_\_\_ Notary Public: \_\_\_\_\_  
Title

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Date

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

Project: West Clermont High School Athletic Field House

In consideration for payment received from the West Clermont Local School District Board of Education (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.

_____	State of: _____ County of _____
Company Name	Subscribed and sworn to before me this _____
_____	day of _____
Authorized Signature (Company Officer)	Notary Public: _____
_____	My Commission Expires: _____
Title	
_____	
Date	

# PROPOSED ATHLETIC FIELD HOUSE FOR:

# WEST CLERMONT HIGH SCHOOL

4101 BACH BUXTON ROAD

BATAVIA, OHIO

K|B|A

KBA Incorporated ARCHITECTS  
CINCINNATI OHAMA

29 HIGH STREET  
Milford, Ohio 45150  
513.752.7800  
Fax: 513.752.7833

www.KBAinc.com

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## SHEET CONTENTS:

COVER SHEET

## ARCHITECT:

**K|B|A** KBA Incorporated  
ARCHITECTS  
P (513) 752-7800  
F (513) 752-7833  
29 High Street  
Milford, OH 45150

## CIVIL ENGINEER:

**IBI GROUP**  
23 TRIANGLE PARK DRIVE;  
SUITE 2300  
CINCINNATI OH 45246  
Phone: (513) 942-3141  
Fax: (513) 881-2263

## MECHANICAL, ELECTRICAL, PLUMBING ENGINEER:

ENGINEERED  
BUILDING  
SYSTEMS INC.  
515 Monmouth Street, Suite 204  
Newport, KY 41071  
Phone: (859) 261-0585

## VICINITY MAP

## PROJECT LOCATION



## BUILDING & CODE INFORMATION

APPLICABLE BUILDING CODE  
2017 OHIO BUILDING CODE  
ICC A117.1 - 2009

LOCATION  
CLERMONT COUNTY, OHIO

USE GROUP  
NON-SEPERATED MIXED USE.  
A3. ASSEMBLY  
9-1. STORAGE

TYPE OF CONSTRUCTION  
5B

ACTUAL HEIGHT  
26'

BUILDING AREA  
6000 S.F.

ALLOWABLE HEIGHT  
40'

ALLOWABLE AREA  
6000 S.F.

OCCUPANT LOAD  
6000 SF / 1 PERSON PER 50 SF = 120 OCCUPANTS

TOILET FIXTURE COUNT  
RESTROOMS ARE AVAILABLE IN ADJACENT RESTROOM BUILDING  
WITHIN 500' OF PROPOSED BUILDING.

## POLE BARN SPECIFICATIONS

- ENGINEERED TRUSSES SHALL BE DESIGNED TO OHIO BUILDING CODE WIND AND SNOW LOAD REQUIREMENTS FOR SITE.
- TREATED 2x8 MIN SKIRT BOARD AT GROUND LEVEL.
- STRUCTURE AND BUILDING DESIGN SHALL BE DELEGATED DESIGN. MANUFACTURER / SUPPLIER SHALL PROVIDED SIGNED AND SEALED ENGINEERED DOCUMENTS TO BE SUBMITTED TO LOCAL JURISDICTION FOR PERMIT.
- SIDING AND ROOFING SHALL BE 29 GA GALVANIZED STEEL WITH A BAKED ON ENAMEL FINISH.
- ALL METAL SHALL BE FASTENED WITH COLOR MATCHED SCREWS AND NEOPRENE WASHERS.
- PROVIDE 20 YEAR WEATHERTIGHTNESS WARRANTY ON PANELS. 40 YEAR FINISH WARRANTY.
- ALL LUMBER IN CONTACT WITH GROUND SHALL BE PRESSURE TREATED.

## GENERAL NOTES

THE MOST RECENT EDITION OF AIA DOCUMENT A201, 'GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION' IS INCLUDED AS A PART OF THE CONTRACT DOCUMENTS BY REFERENCE. COPIES ARE AVAILABLE FROM THE AMERICAN INSTITUTE OF ARCHITECTS (1-800-242-9837). PARTICIPATION IN THE WORK OF THIS PROJECT IS CONSIDERED ACKNOWLEDGEMENT OF THE PARTICIPANTS UNDERSTANDING OF, AND AGREEMENT WITH, ALL REQUIREMENTS OF THE CONTRACT FOR CONSTRUCTION.

- ALL DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF STUDS, COLUMN CENTERLINE, OR FACE OF EXISTING CONSTRUCTION UNLESS OTHERWISE NOTED.
- CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS AND SHALL REPORT ANY CONFLICTS TO THE ARCHITECT IMMEDIATELY.
- FIRE EXTINGUISHERS SHALL BE PROVIDED UPON CONSULTATION WITH THE LOCAL FIRE DEPARTMENT AS TO NUMBER, TYPE, AND LOCATION.
- THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. WHEN ON SITE, THE ARCHITECT IS RESPONSIBLE FOR HIS OR HER OWN SAFETY, BUT HAS NO RESPONSIBILITY FOR THE SAFETY OF OTHER PERSONNEL OR SAFETY CONDITIONS AT THE SITE.
- THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES SEQUENCES, OR PROCEDURES OF CONSTRUCTION SELECTED BY THE CONTRACTOR.
- ALL EGRESS DOORS SHALL ALWAYS BE OPENABLE FROM THE INSIDE WITHOUT SPECIAL KNOWLEDGE OR A KEY.
- A MINIMUM OF 44' AISLES SHALL BE MAINTAINED THROUGHOUT.
- LOW HANGING SIGNS, LIGHTS, AND SIMILAR ITEMS SHALL NOT BE INSTALLED IN LINES OF EGRESS.
- DO NOT SCALE THESE DRAWINGS. REPORT ANY OMISSIONS OR DISCREPANCIES TO THE ARCHITECT.**
- EXPOSED INSULATION SHALL HAVE A FLAME SPREAD OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 450 OR LESS WHEN TESTED IN ACCORDANCE WITH ASTM E84.
- ALL DOOR AND WINDOW GLAZING SHALL BE 1/4" CLEAR SAFETY GLASS. (UNLESS NOTED OTHERWISE).

## SHEET INDEX

A0 COVER SHEET

### CIVIL

C00 COVER SHEET  
C001 NOTES  
C002 NOTES  
C100 EXISTING CONDITIONS  
C200 SITE GRADING AND UTILITY  
C300 SWPPP NOTES AND DETAILS  
C301 SWPPP

### ARCHITECTURAL

A1.0 FLOOR PLAN, ELEVATIONS

### ELECTRICAL

E1.0 ELECTRICAL POWER PLAN  
E2.0 ELECTRICAL LIGHTING PLAN  
E3.0 ELECTRICAL SCHEDULES AND DETAILS  
E4.0 ELECTRICAL SPECIFICATIONS

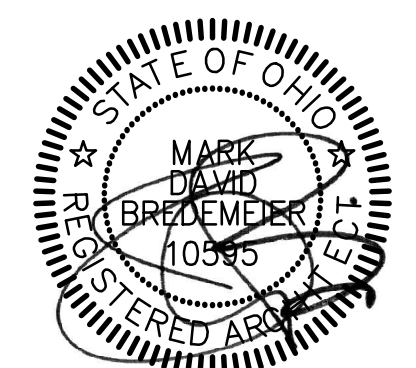
## ABBREVIATIONS

ABV	ABOVE	MIR	MIRROR
ACP	ACOUSTICAL CEILING PAD	MISC	MISCELLANEOUS
ADJ	ADJUSTABLE	MM	MILLIMETERS
AFF	ABOVE FINISHED FLOOR	MO	MASONRY OPENING
ALT	ALTERNATE	MTL	MATERIAL
APPROX	APPROXIMATE	NAF	NO APPLIED FINISH
APP	APPROXIMATE	NOM	NOMINAL
AUTO	AUTOMATIC	NTS	NOT TO SCALE
BEL	BELOW	OC	ON CENTER
BLK	BLOCK	OD	OUTSIDE DIAMETER
BOT	BOTTOM	PAR	PARALLEL
BS	BOTH SIDES	PERI	PERIMETER
CHAM	CHAMFER	PT	POINT
CIR	CIRCLE	RAD	RADIUS
CIRC	CIRCUMFERENCE	REF	REFERENCE
CLG	CEILING	REM	REMOVE
CLR	CLEAR	RET	RETURN
CMU	CONCRETE MASONRY UNIT	REV	REVISION
COL	COLUMN	SC	SEALED CONCRETE
COMB	COMBINATION	SCH	SCHEDULE
CONT	CONTINUOUS	SCW	SOLID CORE WOOD
CPT	CARPET	SECT	SECTION
		SF	SQUARE FOOT
		SHT	SHEET
CTR	COUNTER	SIM	SIMILAR
D	DEPTH	SPEC	SPECIFICATION
DEP	DEPRESSED	SPECS	SPECIFICATIONS
DET	DETAIL	SPL	SPECIAL
DIAG	DIAGONAL	SQ	SQUARE
DIAM	DIAMETER	STD	STANDARD
DIM	DIMENSION	STRUCT	STRUCTURE
DIST	DISTANCE	STRUCT	STRUCTURAL
DIV	DIVISION	SV	SHEET VINYL
DN	DOWN	SYM	SYMMETRICAL
DWG	DRAWING	SYS	SYSTEM
EA	EACH	T & B	TOP AND BOTTOM
EFTR	EXISTING FINISH TO REMAIN	T & G	TONGUE AND GROOVE
ELEC	ELECTRICAL	TEMP	TEMPORARY
EQ	EQUAL	THK	THICKNESS
EQPT	EQUIPMENT	T.O.	TOP OF
EXG	EXISTING	TOL	TOLERANCE
FRP	FIBERGLASS REINFORCED PANEL	TYP	TYPICAL
FUT	FUTURE	VCP	VINYL FACED CEILING PADS
GWB	GYPNUM WALL BOARD	VERT	VERTICAL
H	HEIGHT	VT	VINYL TILE
HCW	HOLLOW CORE WOOD	W	WIDTH
HD	HEAVY DUTY	W/	WITH
HDWR	HARDWARE	WC	WALL COVERING
HM	HOLLOW METAL	WD	WOOD
HORZ	HORIZONTAL	W/G	WOOD AND GLASS
HR	HOUR	W/O	WITHOUT
HT	HEIGHT		
ID	INSIDE DIAMETER		
L	LENGTH		
LBL	LABEL		
MAX	MAXIMUM		
MECH	MECHANICAL		
MED	MEDIUM		
MFR	MANUFACTURER		
MIN	MINIMUM		

West Clermont High School  
**ATHLETIC FIELD HOUSE**  
4101 Bach Buxton Road  
Batavia, Ohio

REV. DATE CK'D

Drawn By: Checked:



Date: 8.21.19 Job No:

**A0**

of:



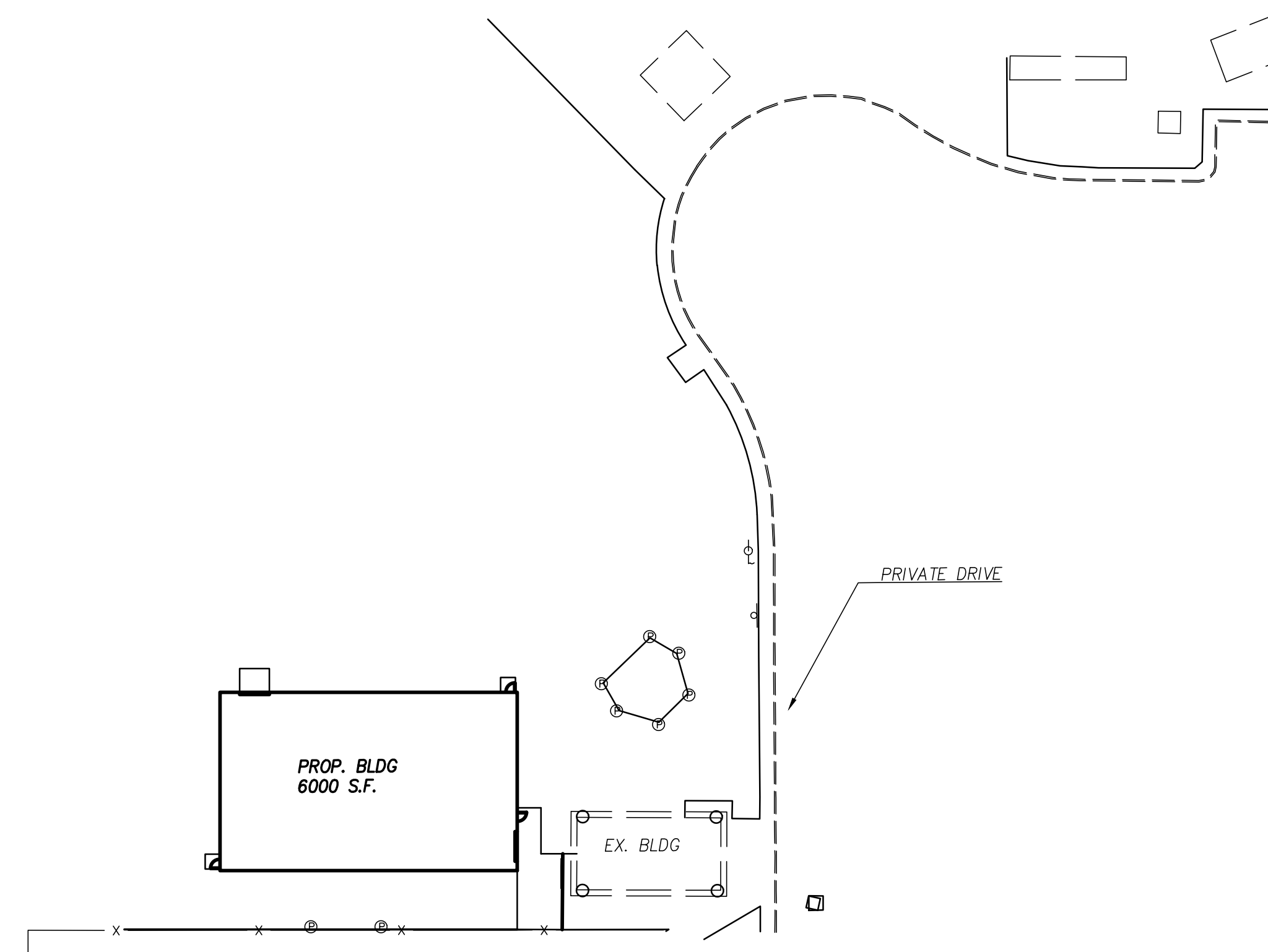
DRAWINGS FOR THE CONSTRUCTION OF

# WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE

4101 BACH BUXTON RD, BATAVIA, OHIO 45103  
UNION TOWNSHIP, CLERMONT COUNTY



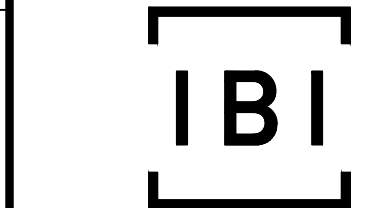
LOCATION MAP  
NO SCALE



INDEX MAP  
SCALE: 1" = 40'

**SHEET INDEX:**

- C000 COVER SHEET
- C001 NOTES
- C002 NOTES
- C100 EXISTING CONDITIONS
- C200 SITE, GRADING, AND UTILITY PLAN
- C300 SWPPP NOTES AND DETAILS
- C301 SWPPP



IBI GROUP  
 8101 North High Street  
 Suite 100  
 Columbus, OH 43235  
 tel 614 818 4900  
 fax 614 818 4901  
 Contact: TOM NEWCOMB  
 Ext: 2040  
 ibigroup.com  
 TOM.NEWCOMB@IBIGROUP.COM

REVISION:

SUBMISSION:  
 BID SET AUGUST 21, 2019

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

STAMP:



UNION TOWNSHIP, CLERMONT  
 COUNTY

### WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE

4101 BACH BUXTON RD,  
 BATAVIA, OHIO 45103

DESIGN	DRAFT	CHECK
WTC	WTC	TSN

IBI NO.: 120491

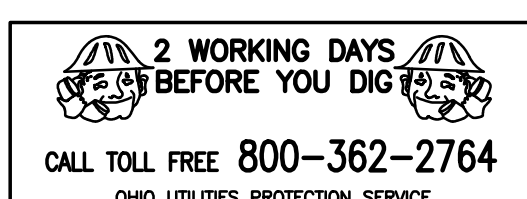
DATE: AUGUST, 2019

SCALE:

SHEET TITLE:

COVER SHEET

SHEET NO.: C000



3/12/2019 4:04 PM - W:\Users\TSN\Drawings\120491\120491.dwg - Plotter: ... Date: 08/13/2019 Time: 10:23:21 AM Printer: ... Scale: 1:1 ... © IBI Group, Inc.



**ROUNDING**

THE ROUNDING AT SLOPE BREAKPOINTS SHOWN ON THE TYPICAL SECTIONS APPLY TO ALL CROSS-SECTIONS EVEN THOUGH OTHERWISE SHOWN.

**CONTINGENCY QUANTITIES**

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED "AS DIRECTED BY THE ENGINEER" UNLESS AUTHORIZED BY THE ENGINEER. THE ACTUAL WORK LOCATIONS AND QUANTITIES USED FOR SUCH ITEMS SHALL BE INCORPORATED INTO THE FINAL CHANGE ORDER GOVERNING COMPLETION OF THIS PROJECT.

**ELEVATION DATUM**

ALL VERTICAL ELEVATIONS ARE BASED ON U.S.G.S. DATUM NAVD 1983

**WORK LIMITS**

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

**CLEARING AND GRUBBING**

A LUMP SUM QUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL LANDSCAPING BEDS, EDGING, LOW HEIGHT LANDSCAPING WALLS, ETC TO BE REMOVED SHALL BE PAID FOR UNDER THIS ITEM. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR ITEM 201, CLEARING AND GRUBBING.

**SEEDING AND MULCHING**

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES, AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED UPON THESE LIMITS.

**ITEM 611 STORM CONDUIT**

ALL STORM SEWER CONDUIT PIPE SHALL CONFORM TO OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATION 706.02 OR 707.69 WITH A MINIMUM COVER OF 12" OVER THE TOP OF THE PIPE UNLESS OTHERWISE SPECIFIED.

**CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES**

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

**OVERNIGHT TRENCH CLOSING**

THE BASE WIDENING SHALL BE COMPLETED TO A DEPTH OF NO MORE THAN 5 INCHES BELOW THE EXISTING PAVEMENT BY THE END OF EACH WORK DAY. NO TRENCH SHALL BE LEFT OPEN OVERNIGHT EXCEPT FOR A SHORT LENGTH (25 FEET OR LESS) OF A WORK SECTION AT THE END OF TRENCH. IN CASE WORK MUST BE SUSPENDED BECAUSE OF INCLEMENT WEATHER OR OTHER REASONS, THE TRENCH FOR THE UNCOMPLETED BASE WIDENING SHALL BE BACK FILLED AT THE DIRECTION OF THE ENGINEER.

**WEATHER CONDITIONS**

NO CONSTRUCTION SHALL BE DONE DURING STORMY, FREEZING, OR INCLEMENT WEATHER UNLESS PERMISSION IS GIVEN BY THE ENGINEER. WHENEVER WORK PROCEEDS DURING SUCH WEATHER, THE CONTRACTOR SHALL PROVIDE APPROVED FACILITIES, INCLUDING HEAT (IF REQUIRED), FOR THE PROTECTION OF ALL MATERIALS AND FINISHED WORK.

**TRENCH FOR WIDENING**

TRENCH EXCAVATION FOR BASE WIDENING SHALL BE ONLY ON ONE SIDE OF THE PAVEMENT AT A TIME. THE OPEN TRENCH SHALL BE ADEQUATELY MAINTAINED AND PROTECTED WITH DRUMS OR BARRICADES AT ALL TIMES. PLACEMENT OF PROPOSED SUB BASE AND BASE MATERIAL SHALL FOLLOW AS CLOSELY AS POSSIBLE BEHIND EXCAVATION OPERATIONS. THE LENGTH OF WIDENING TRENCH WHICH IS OPEN AT ANY ONE TIME SHALL BE HELD TO A MINIMUM AND SHALL AT ALL TIMES BE SUBJECT TO APPROVAL OF THE ENGINEER.

**TEMPORARY SOIL EROSION AND SEDIMENT CONTROL**

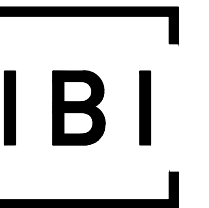
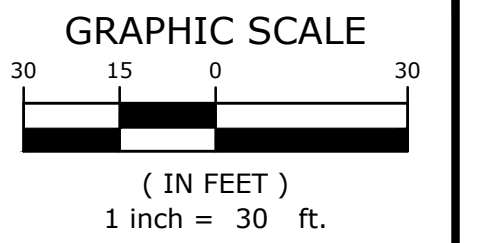
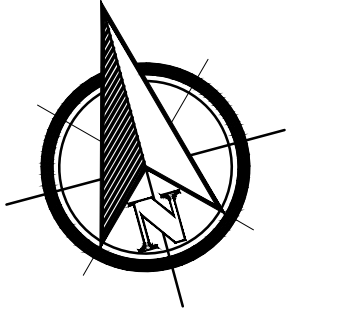
THE FOLLOWING ESTIMATED QUANTITIES ARE TO BE PLACED BY THE CONTRACTOR WITH THE ENGINEER'S CONCURRENCE FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES. ALL EROSION CONTROL SHALL MEET THE WARREN COUNTY'S STORM WATER MANAGEMENT ORDINANCE.

**DUST CONTROL**

THE CONTRACTOR SHALL FURNISH AND APPLY WATER AND CALCIUM CHLORIDE FOR DUST CONTROL AS DIRECTED BY THE ENGINEER.

**WATERING PERMANENT SEEDED AREAS**

THE FOLLOWING ESTIMATED QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER TO PROMOTE GROWTH AND TO CARE FOR PERMANENT SEEDED AREAS PER 659.09

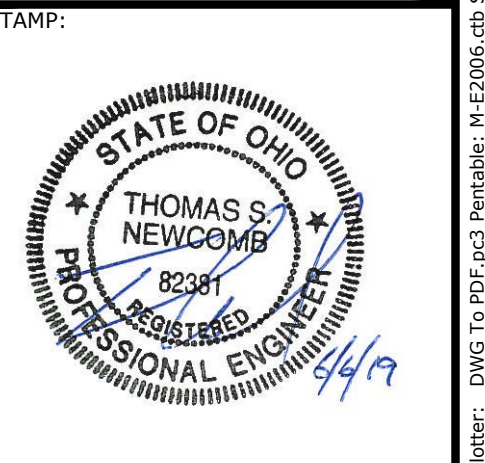


**IBI GROUP**  
8101 North High Street  
Suite 100  
Columbus, OH 43235  
tel 614 818 4900  
fax 614 818 4901  
Contact: TOM NEWCOMB  
Ext: 2040  
ibigroup.com  
TOM.NEWCOMB@IBIGROUP.COM

REVISION:

SUBMISSION:  
BID SET AUGUST 21, 2019

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET



UNION TOWNSHIP, CLERMONT COUNTY  
**WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE**  
4101 BACH BUXTON RD,  
BATAVIA, OHIO 45103

DESIGN	DRAFT	CHECK
WTC	WTC	TSN

IBI NO.: 120491  
DATE: AUGUST, 2019

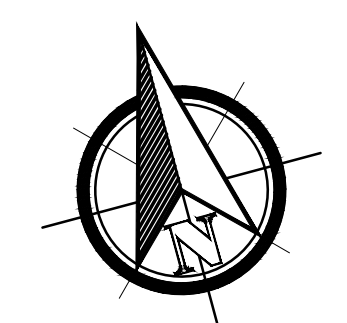
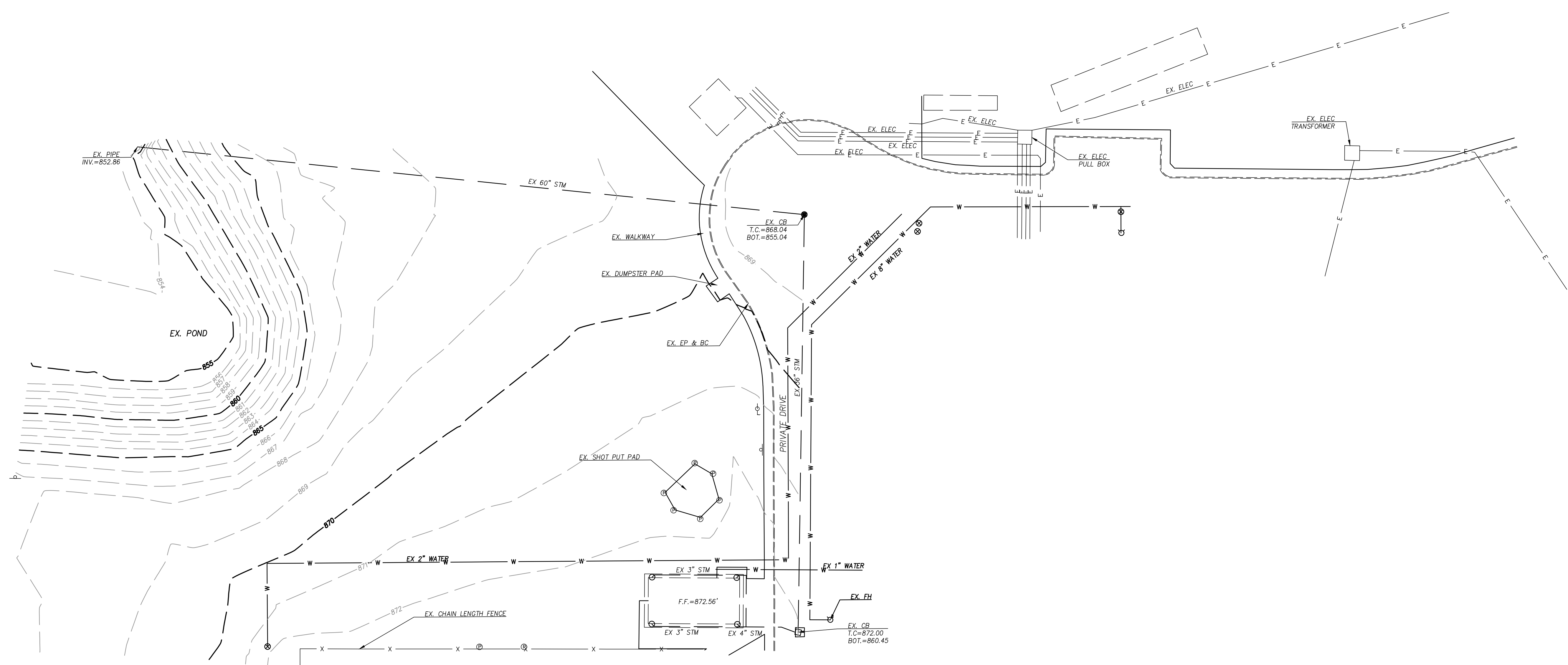
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SHEET TITLE:  
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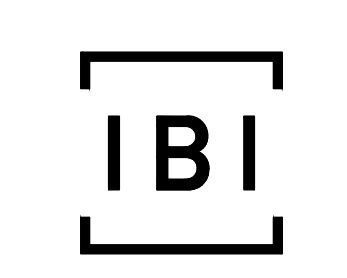
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GRAPHIC SCALE  
 20 10 0 20  
 ( IN FEET )  
 1 inch = 20 ft.

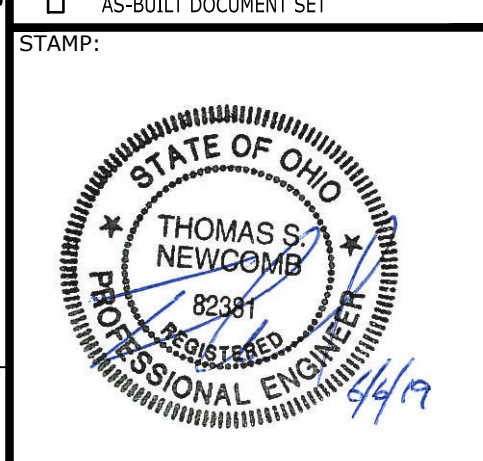


IBI GROUP  
 8101 North High Street  
 Suite 100  
 Columbus, OH 43235  
 tel 614 818 4900  
 fax 614 818 4901  
 Contact: TOM NEWCOMB  
 Ext: 2040  
 ibigroup.com  
 TOM.NEWCOMB@BIGROUP.COM

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UNION TOWNSHIP, CLERMONT COUNTY

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DESIGN	DRAFT	CHECK
WTC	WTC	TSN

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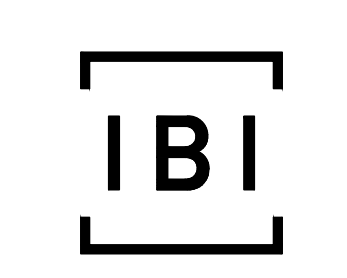
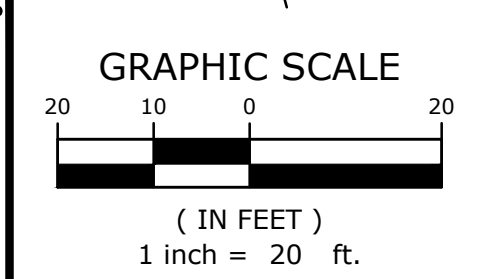
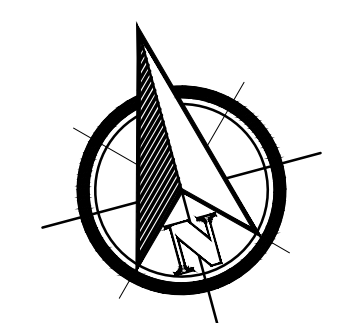
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**EXISTING CONDITIONS**

SHEET NO.: **C100**



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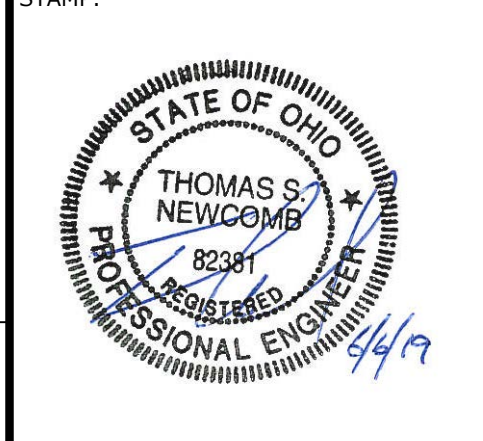


**IBI GROUP**  
 8101 North High Street  
 Suite 100  
 Columbus, OH 43235  
 tel 614 818 4900  
 fax 614 818 4901  
 Contact: TOM NEWCOMB  
 Ext: 2040  
 ibigroup.com  
 TOM.NEWCOMB@IBIGROUP.COM

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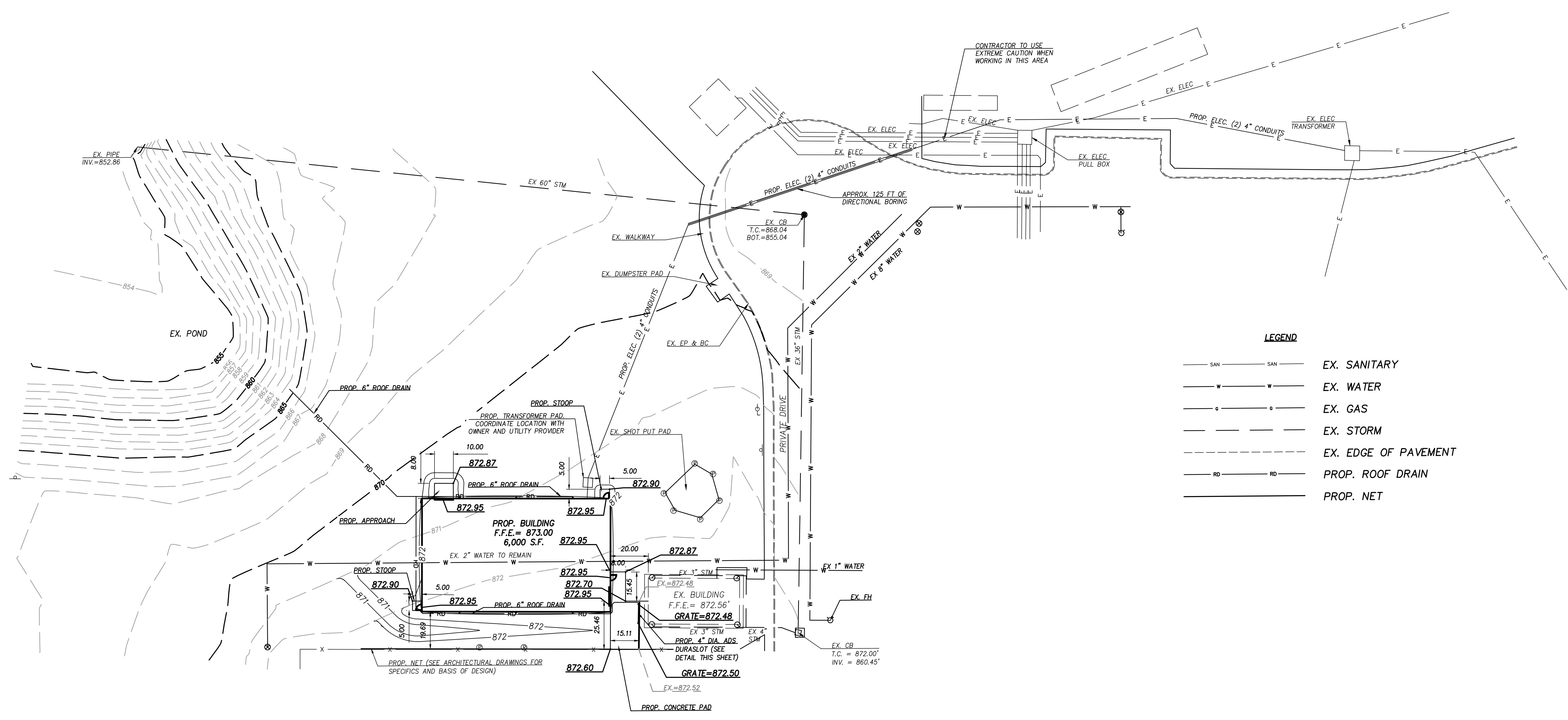
DATE: AUGUST, 2019

SCALE:

SHEET TITLE:

**SITE, GRADING, AND UTILITY PLAN**

SHEET NO.: **C200**



**LEGEND**

— SAN —	SAN	EX. SANITARY
— W —	W	EX. WATER
— G —	G	EX. GAS
— S —	S	EX. STORM
- - - - -		EX. EDGE OF PAVEMENT
— RD —	RD	PROP. ROOF DRAIN
—		PROP. NET

**ADS DURASLOT® PIPE SPECIFICATION**

**Scope**  
 This specification describes 4- through 36-inch (100 to 900 mm) ADS DURASLOT pipe for use in surface drain applications.

**Pipe Requirements**  
 DURASLOT pipe, as manufactured and distributed by ADS, Inc., shall have a smooth interior and annular exterior corrugations with an aluminum slot grate mounted longitudinally along the length of the pipe to accept the grate while maintaining the original pipe diameter.

- 4- through 10-inch (100 to 250mm) pipe shall meet AASHTO M252, Type S.
- 12- through 36-inch (300 to 900 mm) pipe shall meet AASHTO M294, Type S or ASTM F2306.
- Manning's "n" value for use in design shall be 0.012.

The aluminum slot grate frame shall be manufactured from 0.063" tempered commercial aluminum meeting the requirements of ASTM B209, consisting of two parallel plates separated by spacers spanning the slot on 6" centers. The grate shall be 1/4" - #13 galvanized steel. The grate shall have a diamond-shaped opening and be ADA compliant. The flange at the bottom of the aluminum slot grate frame shall be riveted to the pipe with a minimum of two rivets per linear foot.

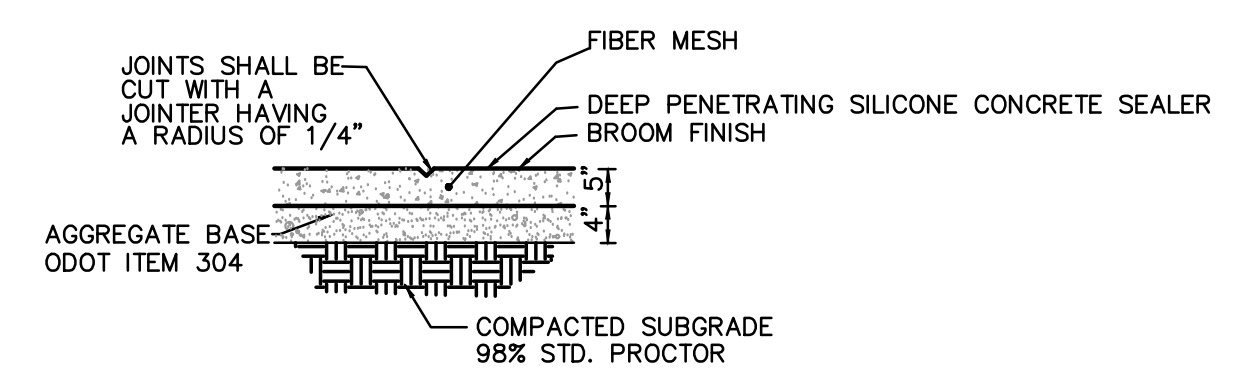
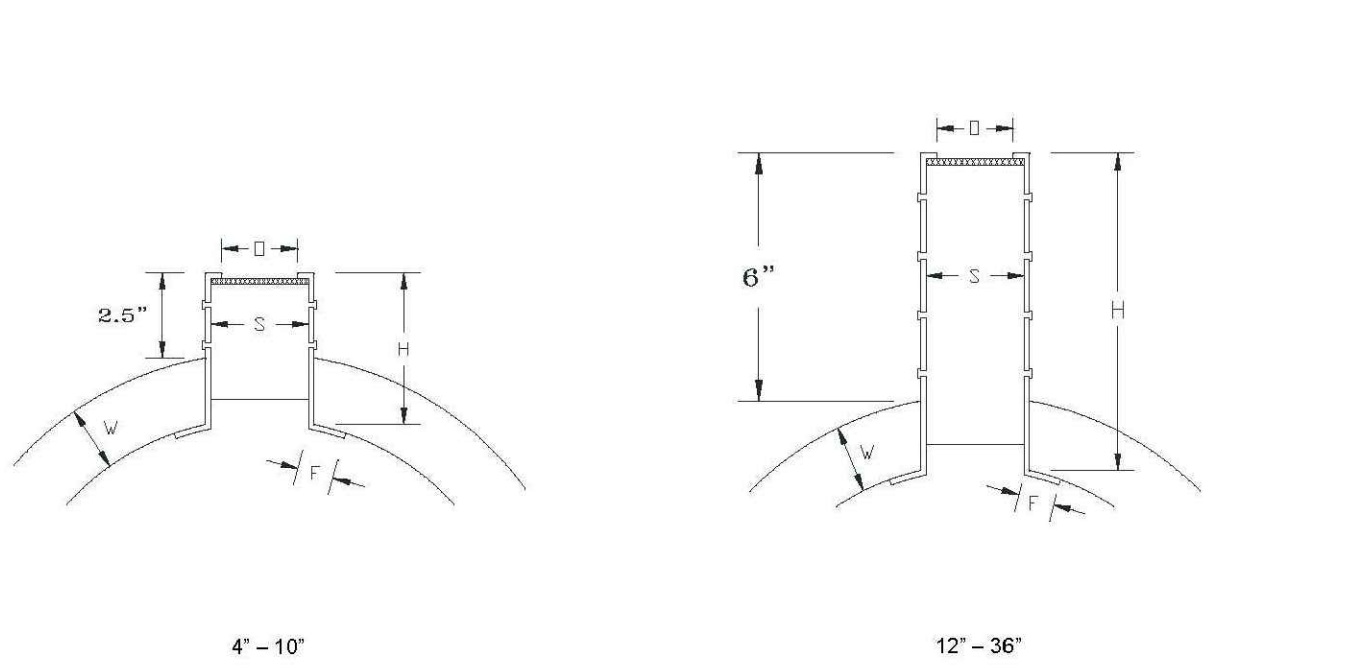
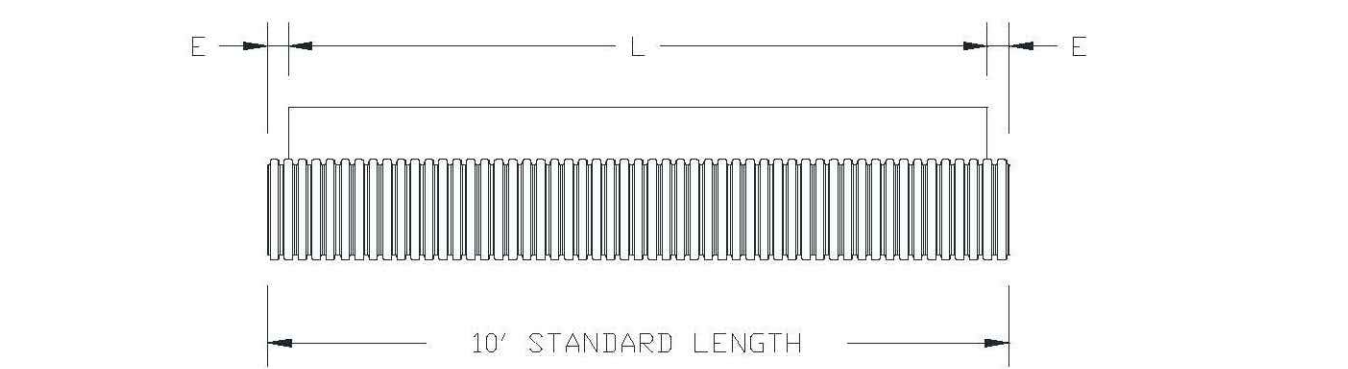
**Fittings**  
 DURASLOT fittings shall be modified from fittings which conform to AASHTO M252, AASHTO M294, or ASTM F2306.

**Installation**  
 Installation shall be in accordance with ADS recommended installation instructions. Contact your local ADS representative or visit [www.ads-pipe.com](http://www.ads-pipe.com) for a copy of the latest installation guidelines.

**ADS DURASLOT® STANDARD DIMENSIONS**

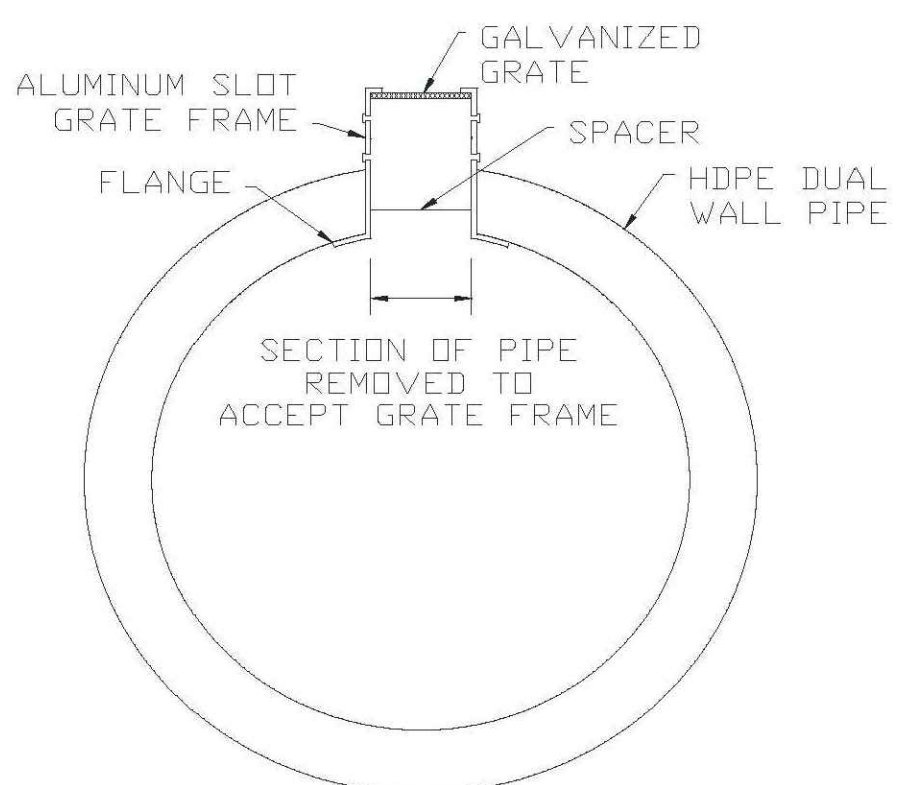
L (Drain Grate Length)	Nominal Pipe Diameter									
	4"	6"	8"	10"	12"	15"	18"	24"	30"	36"
E (Pipe End Length)	118"									
H (2.5" slot)	2.75"	3"	3"	3"	3.5"	3.75"	4"	4.75"	5"	5.25"
H (6.0" slot)	6.25"	6.5"	6.5"	6.5"	7"	7"	7"	7.25"	8.25"	8.25"
W (Pipe Width w/ Corrugation)	0.34"	0.46"	0.61"	0.73"	1.15"	1.30"	1.57"	1.86"	2.55"	2.85"
F (Flange Length)	0.5"	0.75"	0.75"	0.75"	0.75"	0.75"	0.75"	1.0"	1.0"	1.0"
O (Opening Width)	1.25"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"
S (Slot Width)	1.75"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"

Note:  
 1. Variable and custom slot heights upon request. Production of variable and custom slots will require approval by engineering services and fabrication. Signed shop drawings also required from interested party.  
 2. Other grate material options upon request. Contact local ADS representative for availability of grate material option.



- NOTE:**
- CONTROL JOINTS 5' O.C. MAX.
  - EXPANSION JOINTS 30' O.C. MAX.
  - CONCRETE SHALL BE 4000 PSI AE
  - 1/8" (1.04%) MIN. TO 3/16" (1.56%) MAX. CROSS SLOPE ON PROPOSED SIDEWALK
  - MAXIMUM LONGITUDINAL SLOPE ON SIDEWALK IS 5%
  - CONTRACTOR SHALL COMPLY WITH ALL CURRENT ADA ACCESSIBILITY GUIDELINES FOR CONSTRUCTION OF PROPOSED SIDEWALK

**CONCRETE STOOP DETAIL**  
 NOT TO SCALE



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**EROSION PREVENTION AND SEDIMENT CONTROL NOTES**

- CONTRACTOR IS TO ADHERE TO THE OHIO EROSION & SEDIMENT CONTROL HANDBOOK; REQUIREMENTS OF THE CEQA GENERAL PERMIT; THE OHIO RAINWATER AND LAND DEVELOPMENT MANUAL AND THE REQUIREMENTS OF THE CITY OF CINCINNATI.
- INITIAL SEDIMENT AND EROSION CONTROL FACILITIES, AND STORM DRAINAGE FACILITIES SHALL BE CONSTRUCTED PRIOR TO ANY OTHER CONSTRUCTION.
- ALL GRADED AREAS SHALL BE STABILIZED WITH A TEMPORARY FAST GROWING COVER AND/OR MULCH, IMMEDIATELY AFTER EACH DISTURBING ACTIVITY ENDS IN THOSE AREAS WHERE GRADING ACTIVITY HAS CEASED AND FINE GRADING WILL NOT TAKE PLACE FOR AT LEAST 14 DAYS.
- CONTRACTOR SHALL BE RESPONSIBLE DURING CONSTRUCTION FOR THE CONTINUOUS MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES AS CALLED FOR ON THE DRAWINGS AND PER NOTE 1 OF THIS SECTION.
- SILT FENCE SHALL BE CLEANED OR REPLACED WHEN SILT BUILDS UP TO WITHIN ONE FOOT OF TOP OF SILT FENCE OR CAPACITY IS REDUCED BY 50%.
- MAXIMUM EMBANKMENT SLOPES TO BE AS FOLLOWS: CUT AREA 3:1; FILL AREAS 3:1 (UNLESS NOTED OTHERWISE).
- EXISTING DRAINAGE STRUCTURES TO BE INSPECTED REPAIRED AS NEEDED AND CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
- SEEDING AND FERTILIZING RATES FOR TEMPORARY SEEDING GRASS SHALL BE PER ODOT 659.
- IF FINES OR PENALTIES ARE LEVIED AGAINST THE PROPERTY OR PROPERTY OWNER BECAUSE OF LACK OF EROSION AND/OR SEDIMENT CONTROL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF SUCH FINES OR PENALTIES OR THE COSTS OF ANY FINES OR PENALTIES SHALL BE DEDUCTED FROM THE CONTRACT AMOUNT.
- ALL SIDE DITCHES TO BE CLEANED AND/OR REGRADED TO PROTECT PROPER DRAINAGE.
- TOPSOIL IS TO BE SPREAD OVER LAWN AREAS AT COMPLETION OF CONTRACT (PROVIDE 4" MINIMUM SPREAD).
- NEW FINISHED CONTOURS SHOWN ARE TOP OF PAVEMENT AND TOP OF TOPSOIL IN AREAS TO BE SEDED.
- GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO INSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.
- THE GRADING CONTRACTOR SHALL USE WHATEVER MEASURES ARE REQUIRED TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM FLOWING ONTO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL EROSION, CONSERVATION AND SILTATION ORDINANCES. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL STRUCTURES UPON COMPLETION OF PERMANENT DRAINAGE FACILITIES AND NOT BEFORE ALL AREAS DRAINING INTO THESE STRUCTURES ARE SUFFICIENTLY STABILIZED.
- THE GRADING CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. THE CONTRACTOR SHALL CONTROL DUST BY SPRINKLING, OR BY OTHER METHODS AS DIRECTED BY THE ENGINEER AND/OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO OWNER.
- IN NO CASE SHALL ANY PAVED AREAS BE LESS THAN 1.00% UNLESS OTHERWISE NOTED.
- IT IS THE INTENT OF THIS PROJECT FOR THE CONTRACTOR TO VERIFY AND WATCH EXISTING CONDITIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER/ARCHITECT OF ANY ITEMS THAT DO NOT EXIST AS SHOWN.
- THE CONTRACTOR SHALL REPAIR OR REPLACE IN-KIND ANY DAMAGE THAT OCCURS AS RESULT OF HIS WORK.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
- BIO RETENTION POND(S) WILL BE CLEAN AND FREE OF DEBRIS ONCE CONSTRUCTION ACTIVITIES ARE COMPLETED.
- NO WORK SHALL OCCUR OFFSITE ON PROPERTY OWNED BY OTHERS WITHOUT OWNER AND/OR CONTRACTOR OBTAINING WRITTEN PERMISSION TO DO SO.
- IF ONSITE SEDIMENT BYPASSES THE INSTALLED EROSION CONTROL MEASURES AND ACCUMULATES OFFSITE ON ADJACENT PROPERTIES, THE CONTRACTOR MUST CONTACT MAP ENGINEERS FOR INSTRUCTIONS CONCERNING THE APPROPRIATE METHODS FOR REMOVAL AND DISPOSAL OF THE SEDIMENT. THE CONTRACTOR MUST ALSO CONTACT THE AFFECTED ADJACENT PROPERTY OWNERS AND OBTAIN THEIR PERMISSION TO PERFORM THE REQUIRED OFFSITE WORK TO PROPERLY REMOVE AND DISPOSE OF THE SEDIMENT.
- CONTRACTOR SHALL UTILIZE PROPER DEWATERING PRACTICES FROM THE ONSITE WORK AREA WHEN DEWATERING ANY AREAS SO AS TO MINIMIZE THE ESCAPE OF SEDIMENT ONSITE. CONTRACTOR SHALL PROVIDE THE NECESSARY DETAILS AND INFORMATION TO CEPA SHOULD THIS WORK BE REQUIRED. THE CONTRACTOR MUST ALSO PROPERLY FILTER THE DISCHARGED WATER TO MINIMIZE THE ESCAPE OF SEDIMENT THROUGH USE OF FILTER SOCKS, OR OTHER APPROVED METHODS.
- ALL EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED, AND IF NECESSARY REPAIRED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS, AND WITHIN 24 HOURS AFTER EACH RAINFALL EVENT GREATER OR EQUAL TO 0.5-INCH.

**MATERIAL MANAGEMENT PRACTICES**

- THE FOLLOWING ARE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCE TO STORMWATER RUNOFF
- ONLY ENOUGH PRODUCT REQUIRED FOR THE JOB WILL BE STORED ONSITE.
  - ALL MATERIALS STORED ONSITE WILL BE IN A NEAT AND ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS, AND IF POSSIBLE, UNDER ROOF OR OTHER ENCLOSURE.
  - PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS WITH THE ORIGINAL MANUFACTURER'S LABELS.
  - SUBSTANCES WILL NOT BE MIXED WITH ONE ANOTHER UNLESS RECOMMENDED BY THE MANUFACTURER.
  - ALL OF THE PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER WHENEVER POSSIBLE.
  - MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND DISPOSAL WILL BE FOLLOWED.
  - THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE PROPER USE AND DISPOSAL PRACTICES ARE FOLLOWED.

**SPILL CONTROL PRACTICES**

- MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE INFORMATION AND CLEANUP SUPPLIES.
- MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ON SITE.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. ALL SPILLS REGARDLESS OF VOLUME WILL BE CALLED INTO THE CINCINNATI FIRE DEPARTMENT.
- THE SPILL AREA WILL BE KEPT VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING.
- THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT A PARTICULAR TYPE OF SPILL FROM RE-OCCURRING. A DESCRIPTION OF EACH SPILL, THE CAUSE, AND CLEANUP MEASURES WILL BE INCLUDED.
- THE SITE SUPERINTENDENT, WHO IS RESPONSIBLE FOR THE DAY-TO-DAY ONSITE CONSTRUCTION OPERATIONS, WILL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND WILL ASSIGN OTHER PERSONNEL, WHOSE NAMES WILL BE POSTED IN THE ONSITE OFFICE TRAILER OR OTHER ACCESSIBLE PLACE SUITABLE FOR THE PURPOSE, TO RECEIVE SPILL PREVENTION AND CLEANUP TRAINING.
- IF A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER 40 CFR 117 OR 40 CFR 302 OCCURS DURING A 24 HOUR PERIOD, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE PERMITTEE WHO SHALL THEN DO THE FOLLOWING: NOTIFY THE NATIONAL RESPONSE CENTER (NRC) (800-424-8802) AND THE OHIO EMERGENCY MANAGEMENT AGENCY (OEMA); AS WELL AS THE LOCAL ENVIRONMENTAL ASSISTANCE CENTER. ALSO, THE SWPPP ENGINEER WILL PREPARE A REVISION OF THIS DOCUMENT TO IDENTIFY MEASURES TO PREVENT THE RE-OCCURRENCE OF SUCH RELEASES.

**ADDITIONAL INSPECTION/MAINTENANCE NOTES**

- INSPECTIONS WILL INCLUDE ALL DISTURBED AREAS, SEDIMENT CONTROL STRUCTURES, OUTFALL POINTS AND STREAMS LOCATED ON SITE.
- INSPECTIONS WILL BE PROPERLY DOCUMENTED ACCORDING TO THE REQUIREMENTS OF THE SWPPP.
- IF INSPECTIONS FIND THAT MAINTENANCE (I.E. FAILURE OF CONTROL OR IMPROPER INSTALLATION) IS REQUIRED, ACTION TO CORRECT MUST BE TAKEN BEFORE THE NEXT STORM EVENT BUT NO LATER THAN 7 DAYS AFTER IDENTIFICATION.
- IF THE INSPECTOR FINDS THAT CONTROLS ARE PROPERLY INSTALLED AND MAINTAINED BUT PROVIDE INADEQUATE PROTECTION, THE PROJECT ENGINEER SHALL MODIFY THE SWPPP WITHIN 7 DAYS OF IDENTIFICATION. THESE CHANGES SHALL BE IMPLEMENTED ON SITE WITHIN 14 DAYS.
- CONTRACTOR SHALL MAINTAIN A RAIN GAUGE ON SITE AND DOCUMENT DAILY RAINFALL.

**NOTES**

- PRE-CONSTRUCTION IMPERVIOUS ACREAGE = 0.00 AC.  
POST-CONSTRUCTION IMPERVIOUS ACREAGE = 0.15 AC.  
CHANGE IN IMPERVIOUS ACREAGE = 0.15 AC.
- ALL AREAS TO REMAIN BARE MORE THAN 14 DAYS MUST BE TEMPORARILY STABILIZED.
- PROJECT IS LOCATED WITHIN THE 100 YEAR FLOOD ELEVATION AS DETERMINED BY FEMA FLOOD MAP 59029C0228G DATED 3/16/2006

**SOLID/SANITARY/TOXIC WASTES**

- CONTAINERS SHALL BE AVAILABLE FOR DISPOSAL OF DEBRIS, TRASH, HAZARDOUS OR PETROLEUM WASTES. ALL CONTAINERS MUST BE COVERED AND LEAK-PROOF. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THE PERTINENT MATERIAL.
- BRICKS, HARDENING CONCRETE AND SOIL WASTE SHALL BE FREE FROM CONTAMINATION WHICH MAY LEACH CONSTITUENTS TO WATERS OF THE STATE.
- CLEAN CONSTRUCTION WASTES THAT WILL BE DISPOSED INTO THE PROPERTY SHALL BE SUBJECT TO ANY LOCAL PROHIBITIONS FROM THIS TYPE OF DISPOSAL.
- ALL CONSTRUCTION AND DEMOLITION DEBRIS (C&D) WASTE SHALL BE DISPOSED OF IN AN APPROVED C&D LANDFILL. CONSTRUCTION DEBRIS MAY BE DISPOSED OF ON-SITE, BUT DEMOLITION DEBRIS MUST BE DISPOSED IN AN APPROVED LANDFILL. ALSO, MATERIALS WHICH CONTAIN ASBESTOS MUST COMPLY WITH AIR POLLUTION REGULATIONS.
- AREA SHALL BE DESIGNATED BY CONTRACTOR AND SHOWN ON SWPPP MAP FOR MIXING OR STORAGE OF COMPOUNDS SUCH AS FERTILIZERS, LIME, ASPHALT, OR CONCRETE. THESE DESIGNATED AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR OTHER STORMWATER DRAINAGE AREA.
- EQUIPMENT FUELING & MAINTENANCE SHALL BE IN DESIGNATED AREAS ONLY.
- A SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED FOR SITES WITH ONE ABOVE-GROUND STORAGE TANK OF 800 GALLONS OR MORE, TOTAL ABOVE-GROUND STORAGE OF 1,500 GALLONS OR BELOW-GROUND STORAGE OF 4,200 GALLONS OF FUEL.
- ALL DESIGNATED CONCRETE WASHOUT AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS OR OTHER STORMWATER DRAINAGE AREAS.
- ALL CONTAMINATED SOIL MUST BE CLEANED UP AND/OR DISPOSED IN AN APPROVED SOLID WASTE MANAGEMENT FACILITY OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES.
- THE CONTRACTOR SHALL CONTACT CEPA, THE LOCAL FIRE DEPARTMENT AND THE LOCAL EMERGENCY PLANNING COMMITTEE IN THE EVENT OF A PETROLEUM SPILL (>25 GALLONS) OR THE PRESENCE OF SHEEN.
- OPEN BURNING IS NOT PERMITTED ON THE SITE.
- EXPOSED LITTER, DEBRIS, CHEMICALS, ETC. SHALL BE PROPERLY STORED OR DISPOSED OF PRIOR TO ANTICIPATED STORM EVENTS.

**INSPECTION/MAINTENANCE NOTES**

- ALL CONTROL MEASURES STATED IN THE SWPPP SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL TEMPORARY OR PERMANENT STABILIZATION OF THE SITE IS ACHIEVED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED BY A QUALIFIED PERSON IN ACCORDANCE TO THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHOEVER IS MORE STRINGENT, AND REPAIRED ACCORDING TO THE FOLLOWING:
  - INLET PROTECTION DEVICES AND CONTROLS SHALL BE REPAIRED OR REPLACED WHEN THEY SHOW SIGNS OF UNDERMINING AND/OR DETRIORATION.
  - ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO ENSURE THAT A GOOD STANDING OF GRASS IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEED AS NEEDED.
  - SILT FENCES AND CHECK DAMS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION IF DAMAGED. SEDIMENT ACCUMULATION MUST BE REMOVED WHEN SEDIMENT HEIGHT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE OR CHECK DAM.
  - OUTLET STRUCTURES IN SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT MUST BE REMOVED FROM BASINS AND/OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 40%.
  - MINIMIZE OFF-SITE SEDIMENT TRACKING OF VEHICLES BY THE USE OF STONE MATERIAL IN ALL CONSTRUCTION ENTRANCES, ALONG WITH REGULARLY SCHEDULED SWEEPING/GOOD HOUSEKEEPING. STABILIZED CONSTRUCTION ENTRANCES TO BE PROPERLY MAINTAINED BY GENERAL CONTRACTOR AND IN GOOD WORKING ORDER AT ALL TIMES. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE STONE AS CONDITIONS DEMAND.
  - THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE) BY GENERAL CONTRACTOR. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
- CONTRACTORS AND SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ALL SEDIMENT FROM THE SITE, INCLUDING DETENTION PONDS, AND STORM SEWER SYSTEMS. SEDIMENT DEPOSITION DURING SITE STABILIZATION MUST ALSO BE REMOVED.
- ALL RIP RAP MUST BE PLACED OVER GEOTEXTILE FILTER.
- STONE CONSTRUCTION EVIDENCE TO BE MAINTAINED BY GENERAL CONTRACTOR UNTIL SITE HAS BEEN PAVED OR IS NO LONGER REQUIRED.

**GENERAL NOTES**

- ALL SLOPES GREATER THAN OR EQUAL TO 35% SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY ON THESE SLOPES HAS TEMPORARILY OR PERMANENTLY CEASED.

**SEQUENCE OF CONSTRUCTION**

- UNLESS NOTED OTHERWISE, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROL MEASURES IN STRICT ACCORDANCE WITH THE SWPPP THROUGHOUT THE DURATION OF THE PROJECT. BOTH THE SWPPP AND THE NOC SHALL REMAIN ON FILE WITHIN THE JOB TRAILER DURING CONSTRUCTION. A COPY OF THE NOC DOCUMENTS SHALL BE POSTED ON A JOB BOARD LOCATED NEAR THE CONSTRUCTION ENTRANCE. A SIGN ON THE JOB BOARD WILL INDICATE THAT THE SWPPP IS IN THE JOB TRAILER, AND WILL INCLUDE: SITE CONTACT/OWNER, COMPANY NAME, EMAIL ADDRESS, ADDRESS, AND TELEPHONE NUMBER OF THE SITE CONTACT/OWNER.
- INSTALL EROSION CONTROL MEASURES INCLUDING DANDY BAGS AND SILT FENCE AS SHOWN ON THE SOIL EROSION PLAN. INSPECTION OF EROSION CONTROL MEASURES AS OUTLINED IN NOTES. REPAIRS AND /OR REPLACEMENTS SHALL BE MADE AS NECESSARY.
  - STRIP AND STOCKPILE TOPSOIL. PRE-CONSTRUCTION VEGETATION SHALL NOT BE DISTURBED MORE THAN 14 DAYS PRIOR TO ANY EXCAVATING ACTIVITIES.
  - MASS GRADE AS REQUIRED.
  - BEGIN BUILDING CONSTRUCTION.
  - INSTALL SANITARY SEWER AND WATER SERVICE.
  - INSTALL STORM SEWER SYSTEM AND WATER QUALITY BASIN BEFORE THE CONTRIBUTING DRAINAGE AREAS HAVE BEEN STABILIZED.
  - INSTALL ALL PUBLIC UTILITIES (GAS, ELECTRIC, AND TELEPHONE).
  - INSTALL ALL PAVEMENT.
  - REDISTRIBUTE TOPSOIL PER LANDSCAPE PLAN. ALL AREAS DISTURBED BY CONSTRUCTION THAT WILL NOT BE PAVED SHALL BE GRADED AND HAVE VEGETATION ESTABLISHED.
  - COMPLETE BUILDING CONSTRUCTION.
  - INSTALL SEED AND PLANTS.
  - REMOVE SOIL EROSION CONTROL MEASURES AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.

NOTE: IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL SOIL EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED.

**EROSION AND SEDIMENT CONTROL NARRATIVE**

PLAN DESIGNER: TOM NEWCOMB  
IBI GROUP  
8101 NORTH HIGH STREET SUITE 100  
COLUMBUS, OHIO 43235  
DESIGNER CONTACT: TOM NEWCOMB  
P: 614-818-4900  
F: 614-818-4901  
E: TOM.NEWCOMB@IBIGROUP.COM

EXISTING SITE CONDITIONS:  
THE EXISTING SITE IS COMPOSED OF A GRADED EARTHEN LOT.

PROJECT DESCRIPTION:  
IMPROVEMENTS WILL INCLUDE ONE (1) SINGLE USE BUILDING.

DISTURBED AREA:  
0.35 ACRES

SITE DRAINS TO:  
THE SITE WILL SHEET FLOW TO AN EXISTING DETENTION BASIN.

RECEIVING STREAM:  
SHAWLER RUN, TRIBUTARY TO THE EAST FORK LITTLE MIAM RIVER

SITE BMP'S:  
FINAL LOCATIONS OF ALL SITE BMP'S INCLUDE DUMPSTER AND TOPSOIL STOCKPILES SHALL BE DETERMINED BY CONTRACTOR. IF FINAL LOCATION OF BMP'S DIFFER FROM THE LOCATIONS SHOWN, CONTRACTOR SHALL MODIFY SWPPP AND INFORM OWNER OF NEW LOCATION OF BMP'S.

ADJACENT AREAS:  
ADJACENT PROPERTIES ARE ZONED COMMERCIAL.

SOILS:  
SOILS ON SITE CONSIST OF: EEL SILT LOAM, HICKORY LOAM, JONESBORO-ROSSMOUNT SILT LOAM, ROSSMOUNT SILT LOAM AND WESTBORO-SCHAFFER SILT LOAM.

EROSION AND SEDIMENT MEASURES:  
PROVIDE INLET PROTECTION OF ALL NEW AND EXISTING DRAINAGE STRUCTURES INDICATED ON THIS PLAN.

ANY OFF-SITE BORROW OR SPOIL AREAS SHALL BE SUBJECT TO THE REQUIREMENTS SET FORTH BY CEPA. ALL EROSION AND SEDIMENT CONTROL MEASURES FOR OFF-SITE AREAS NOT COVERED BY A SEPARATE NOC OR SWPPS SHALL BE COORDINATED WITH CEPA.

REMOVAL OF STANDING MUDDY WATER FROM THE SITE SHALL BE ACCOMPLISHED WITH A PUMP/FILTER BAG COMBINATION OR SAND WATER WILL BE DIVERTED INTO EXISTING SEDIMENT CONTROL DEVICES VIA A PUMP.

USE ALL MEANS NECESSARY TO CONTROL DUST ON THE SITE AND PREVENT TRACKING SOIL OFF SITE.

**CRITICAL AREAS:**

NONE

**JURISDICTION:**  
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF UNION TOWNSHIP, CLEMMONT COUNTY, AND/OR CEPA.

**RUNOFF:**  
THE PRE-CONSTRUCTION RUNOFF COEFFICIENT C=0.07 THE POST-CONSTRUCTION RUNOFF COEFFICIENT C=0.33

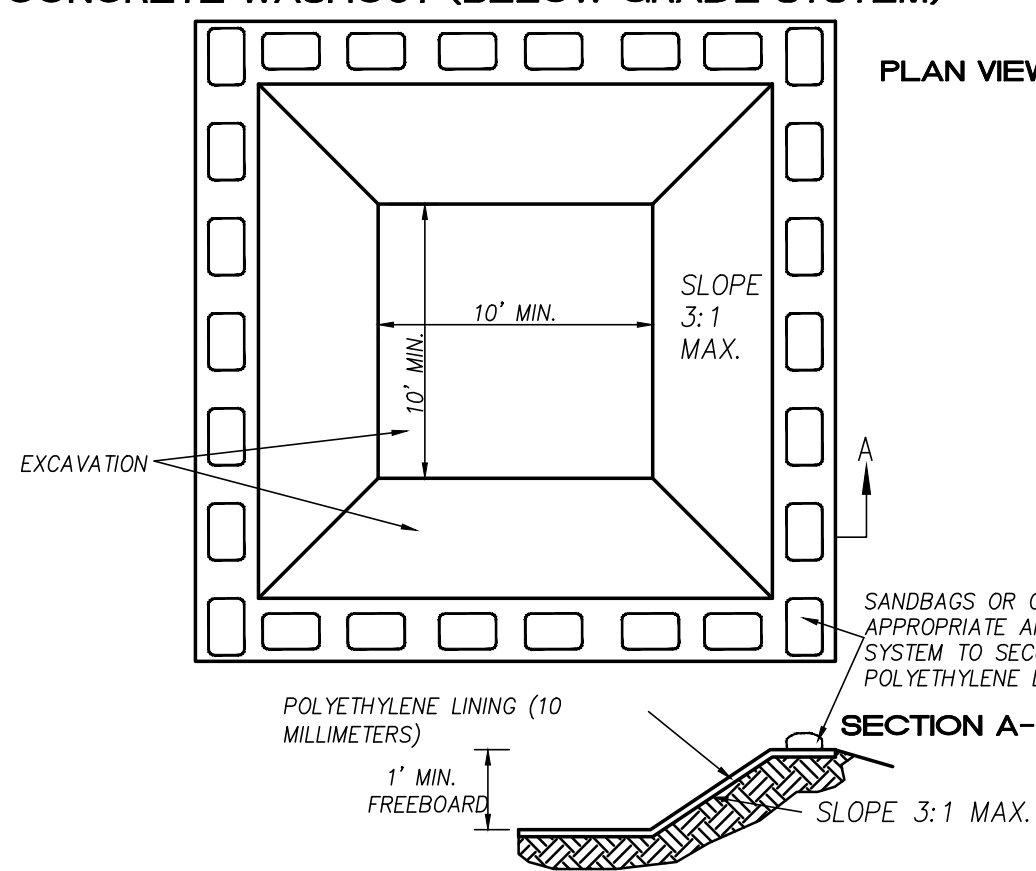
**CONSTRUCTION:**  
ESTIMATED START DATE: JUNE, 2019  
ESTIMATED COMPLETION DATE: OCTOBER, 2019

**SEEDING TYPE & RATES:**  
TEMPORARY -- 0007 659, CLASS 7  
PERMANENT -- 0007 659, CLASS 1

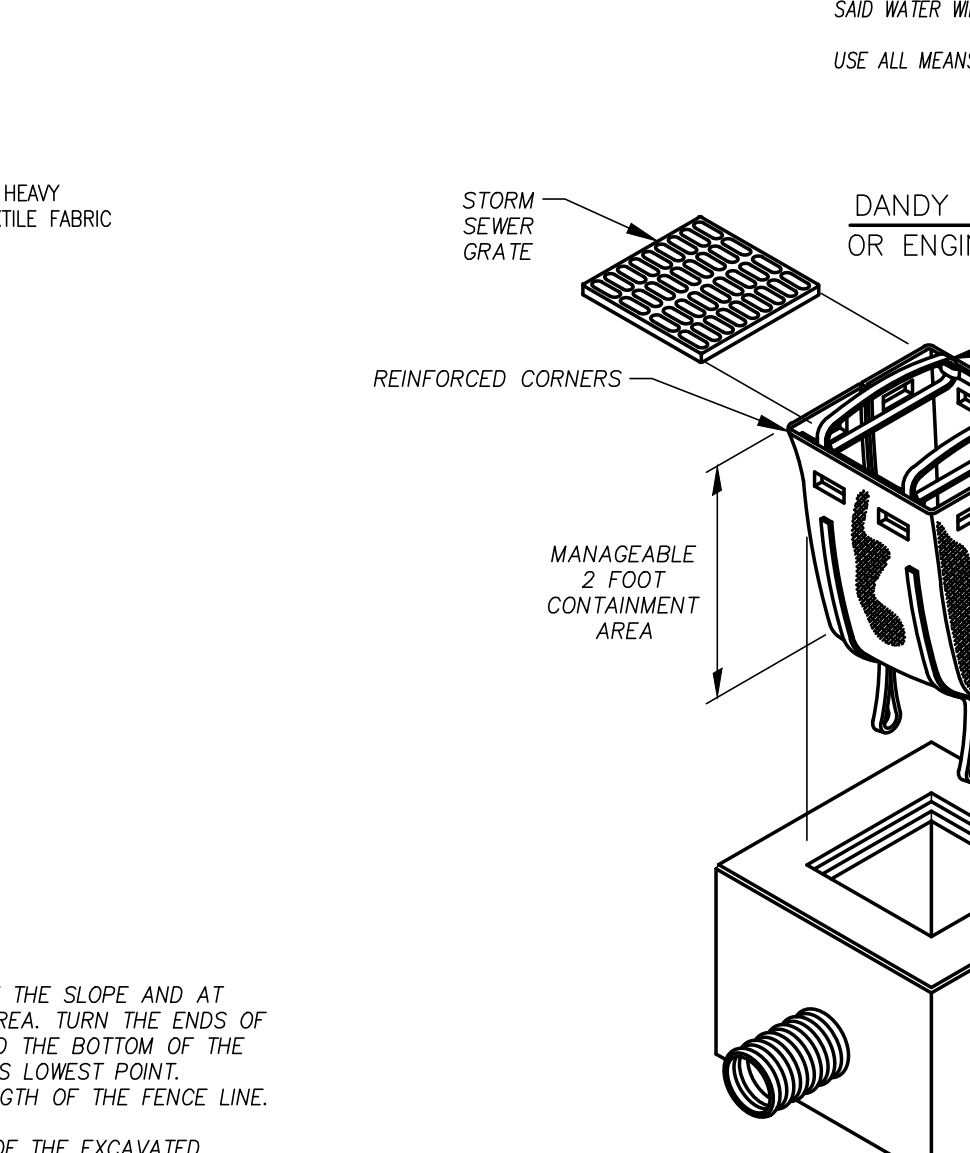
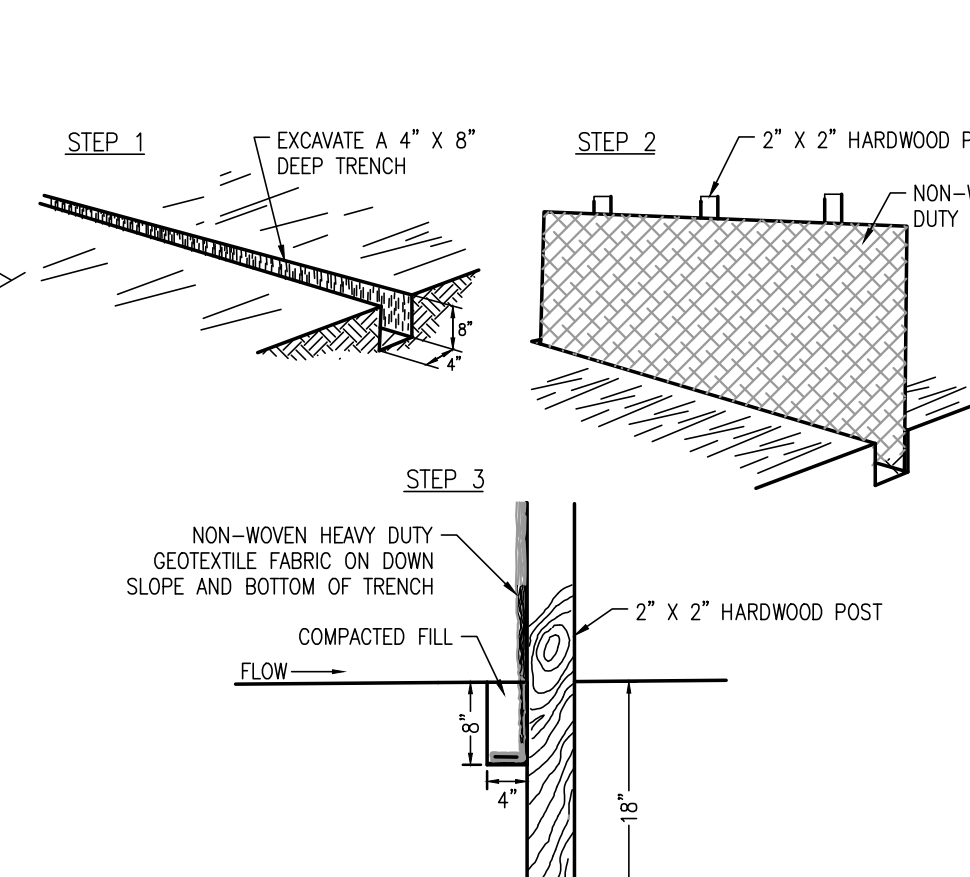
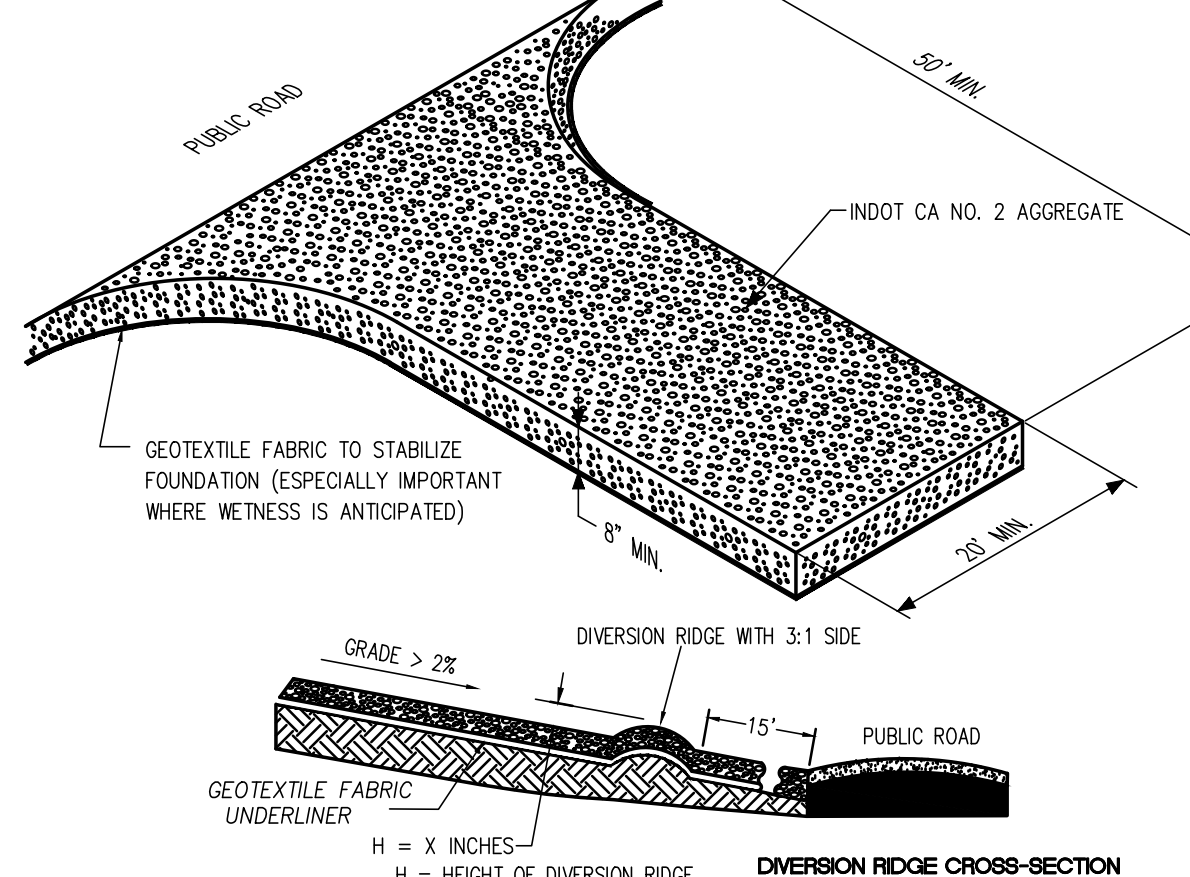
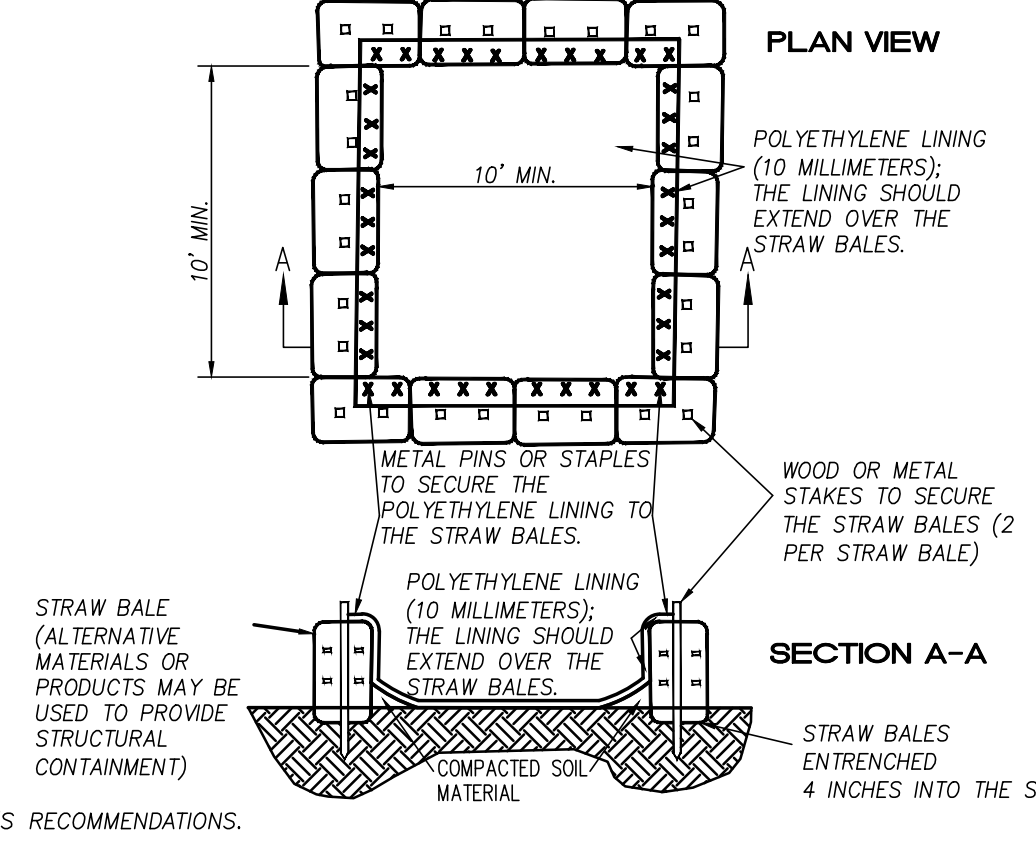
**WASTE DISPOSAL NOTES (WON):**

- CONCRETE TRUCK WASHOUT LOCATION SHALL BE IN A TEMPORARY TRUCK WASH AREA LOCATED NEAR THE CONSTRUCTION ENTRANCE (CE). WASHOUT SHALL BE CONTAINED WITH A PIT OR TRENCH WITH NO MATERIAL LEAVING THE SITE OR IMPACTING VEGETATED OR NOT-DISTURBED AREAS. DISPOSAL OF MATERIAL SHALL INCLUDE THE BREAKING OF MATERIAL INTO SMALL AMOUNTS FOR TRASH DISPOSAL OR REMOVAL FROM SITE TO AN APPROPRIATE LANDFILL AREA: 20' X 20' WASTE DISPOSAL W/ 6" #57 STONE GRAVEL PAD ENCLOSED BY SILT FENCE. WASHOUT OF CONCRETE DRUM AT SITE IS PROHIBITED.
- PAINT AND/OR OTHER CHEMICALS SHALL BE STORED IN SECURED FACILITIES WITH RESTRICTED ACCESS TO EMPLOYEES ONLY. CLEANUP AND DISPOSAL OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH ALL RECOGNIZED LOCAL AND FEDERAL REQUIREMENTS. ALL DISPOSAL SHALL BE TO APPROVED OFF-SITE WASTE FACILITIES CLASSIFIED TO ACCEPT THAT MATERIAL AREA: 20' X 20' WASTE DISPOSAL AREA W/ 6" #57 STONE GRAVEL PAD, WITH ENCLOSED (LOCKABLE) STRUCTURE FOR CHEMICAL/PAINT STORAGE.
- NOT PETROLEUM PRODUCTS MAY BE STORED ON SITE.
- SOLID AND CONSTRUCTION WASTE SHALL BE DISPOSED OF IN APPROPRIATE METAL DUMPSTER CONTAINERS LOCATED IN DESIGNATED AREAS ON SITE.
- SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS LOCATED IN DESIGNATED AREAS OF SITE.
- FINAL LOCATION OF CONSTRUCTION ENTRANCE, CONSTRUCTION DUMPSTERS, CONCRETE WASHOUTS, ETC. IS TO BE DETERMINED BY THE CONTRACTOR. CONTRACTOR SHALL MODIFY THE SWPP3 AND PROVIDE APPROPRIATE MEASURES BASED ON THE FINAL LOCATION.

**CONCRETE WASHOUT (BELOW GRADE SYSTEM)**



**CONCRETE WASHOUT (ABOVE GRADE SYSTEM)**



**INSTALLATION:**

- REMOVE ALL VEGETATION AND OTHER OBJECTIONABLE MATERIAL FROM THE FOUNDATION AREA.
- GRADE FOUNDATION AND CROWN FOR POSITIVE DRAINAGE. IF THE SLOPE OF THE CONSTRUCTION ENTRANCE IS TOWARD A PUBLIC ROAD AND EXCEEDS TWO PERCENT, CONSTRUCT AN EIGHT INCH HIGH DIVERSION RIDGE WITH A RATIO OF 3-TO-1 SIDE SLOPES ACROSS THE FOUNDATION AREA ABOUT 15 FEET FROM THE ENTRANCE TO DIVERT RUNOFF AWAY FROM THE ROAD.
- INSTALL A CULVERT PIPE UNDER THE PAD IF NEEDED TO MAINTAIN PROPER PUBLIC ROAD DRAINAGE.
- IF WET CONDITIONS ARE ANTICIPATED, PLACE GEOTEXTILE FABRIC ON THE GRADED FOUNDATION TO IMPROVE STABILITY.
- PLACE AGGREGATE (INDOT CA NO. 2) TO THE DIMENSIONS AND GRADE SHOWN IN THE CONSTRUCTION PLANS, LEAVING THE SURFACE SMOOTH AND SLOPED FOR DRAINAGE.
- TOP-DRESS THE FIRST 50 FEET ADJACENT TO THE PUBLIC ROADWAY WITH TWO TO THREE INCHES OF WASHED AGGREGATE (INDOT CA NO. 5.3) (OPTIONAL). USED PRIMARILY WHERE THE PURPOSED OF THE PAD IS KEEP SOIL FROM ADHERING TO VEHICLE TIRES.
- WHERE POSSIBLE, DIVERT ALL STORM WATER RUNOFF AND DRAINAGE FROM THE INGRESS/EGRESS PAD TO A SEDIMENT TRAP OR BASIN.

**INSTALLATION:**

- LAY OUT THE LOCATION OF THE FENCE SO THAT IT IS PARALLEL TO THE CONTOUR OF THE SLOPE AND AT LEAST 10 FEET BEYOND THE TOE OF THE SLOPE TO PROVIDE A SEDIMENT STORAGE AREA. TURN THE ENDS OF THE FENCE UP SLOPE SUCH THAT THE POINT OF CONTACT BETWEEN THE GROUND AND THE BOTTOM OF THE FENCE END TERMINATES AT A HIGHER ELEVATION THAN THE TOP OF THE FENCE AT ITS LOWEST POINT.
- EXCAVATE AN EIGHT-INCH DEEP BY FOUR-INCH WIDE TRENCH ALONG THE ENTIRE LENGTH OF THE FENCE LINE. INSTALLATION BY FLOWING IS ALSO ACCEPTABLE.
- INSTALL THE SILT FENCE WITH THE FILTER FABRIC LOCATED ON THE UP-SLOPE SIDE OF THE EXCAVATED TRENCH AND THE SUPPORT POSTS ON THE DOWN-SLOPE SIDE OF THE TRENCH.
- DRIVE THE SUPPORT POSTS AT LEAST 18 INCHES INTO THE GROUND, TIGHTLY STRETCHING THE FABRIC BETWEEN THE POSTS AS EACH IS DRIVEN INTO THE SOIL. A MINIMUM OF 12 INCHES OF THE FILTER FABRIC SHOULD EXTEND INTO THE TRENCH.
- LAY THE LOWER FOUR INCHES OF FILTER FABRIC ON THE BOTTOM OF THE TRENCH AND EXTEND IT TOWARD THE UP-SLOPE SIDE OF THE TRENCH.
- BACKFILL THE TRENCH WITH SOIL MATERIAL AND COMPACT IT IN PLACE.

**MAINTENANCE:**

- INSPECT DAILY.
- RESHAPE PAD AS NEEDED FOR DRAINAGE AND RUNOFF CONTROL.
- TOP DRESS WITH CLEAN AGGREGATE AS NEEDED.
- IMMEDIATELY REMOVE MUD AND SEDIMENT TRACKED OR WASHED ONTO PUBLIC ROADS.
- FLASHING SHOULD ONLY BE USED IF THE WATER CAN BE CONVEYED INTO A SEDIMENT TRAP OR BASIN.

**MAINTENANCE:**

- INSPECT WITHIN 24 HOURS OF A RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
- IF FENCE FABRIC TEARS, STARTS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED PORTION IMMEDIATELY. NOTE: ALL REPAIRS SHOULD MEET SPECIFICATIONS AS OUTLINED WITHIN THIS MEASURE.
- REMOVE DEPOSITED SEDIMENT WHEN IT IS CAUSING THE FILTER FABRIC TO BULGE OR WHEN IT REACHES ONE-HALF THE HEIGHT OF THE FENCE AT ITS LOWEST POINT. WHEN CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED, REMOVE THE FENCE AND SEDIMENT DEPOSITS, GRADE THE SITE TO BLEND WITH THE SURROUNDING AREA, AND STABILIZE.

NOTE: THE DANDY CURB SACK™ WILL BE MANUFACTURED IN THE U.S.A. FROM A WOVEN MONOFILAMENT FABRIC.

**INSTALLATION AND MAINTENANCE GUIDELINES**

- INSTALLATION**
- REMOVE THE GRATE FROM THE CATCH BASIN.
  - IF USING OPTION OIL ABSORBENTS, PLACE ABSORBENT PILLOW IN UNIT.
  - STAND THE GRATE ON END, MOVE THE TOP LIFTING STRAPS OUT OF THE WAY AND PLACE THE GRATE INTO THE DANDY SACK SO THAT THE GRATE IS BELOW THE TOP STRAPS AND ABOVE THE LOWER STRAPS.
  - HOLDING THE LIFTING DEVICES, INSTER THE GRATE INTO THE INLET.

**MAINTENANCE**

- INSPECT DAILY.
- REMOVE ALL ACCUMULATED SEDIMENT AFTER EACH STORM EVENT. DISPOSE OF SEDIMENT IN AN AREA WHERE IT WILL NOT REENTER THE PAVED AREA OR STORM DRAINS. TO EMPTY UNIT, LIFT THE UNIT OUT OF THE INLET BY USING THE LIFTING STRAPS AND REMOVE THE GRATE. IF USING OPTIONAL OIL ABSORBENTS, REPLACE ABSORBENT WHEN NEAR SATURATION. CONTACT: 708-867-8446.
- WHEN CONTRIBUTING DRAINAGE AREA HAD BEEN STABILIZED, REMOVE INLET PROTECTION.

**CONCRETE WASHOUT DETAIL**

NO SCALE



**TEMPORARY CONSTRUCTION INGRESS / EGRESS PAD**

NO SCALE

**SILT FENCE BARRIER INSTALLATION**

NOT TO SCALE

**INSERT (BAG) INLET PROTECTION**

NO SCALE

**IBI GROUP**  
8101 North High Street  
Suite 100  
Columbus, OH 43235  
tel 614 818 4900  
fax 614 818 4901  
Contact: TOM NEWCOMB  
Ext: 2040  
ibigroup.com  
TOM.NEWCOMB@IBIGROUP.COM

REVISION:

SUBMISSION:  
BID SET AUGUST 21, 2019

PRELIMINARY ENGINEERING SET  
AGENCY REVIEW SET  
CONSTRUCTION DOCUMENT SET  
AS-BUILT DOCUMENT SET

STATE OF OHIO  
THOMAS S. NEWCOMB  
REGISTERED PROFESSIONAL ENGINEER  
82381

UNION TOWNSHIP, CLEMMONT COUNTY

**WEST CLEMMONT HIGH SCHOOL ATHLETIC FIELD HOUSE**

4101 BACH BUXTON RD,  
BATAVIA, OHIO 45103

DESIGN	DRAFT	CHECK
WTC	WTC	TSN

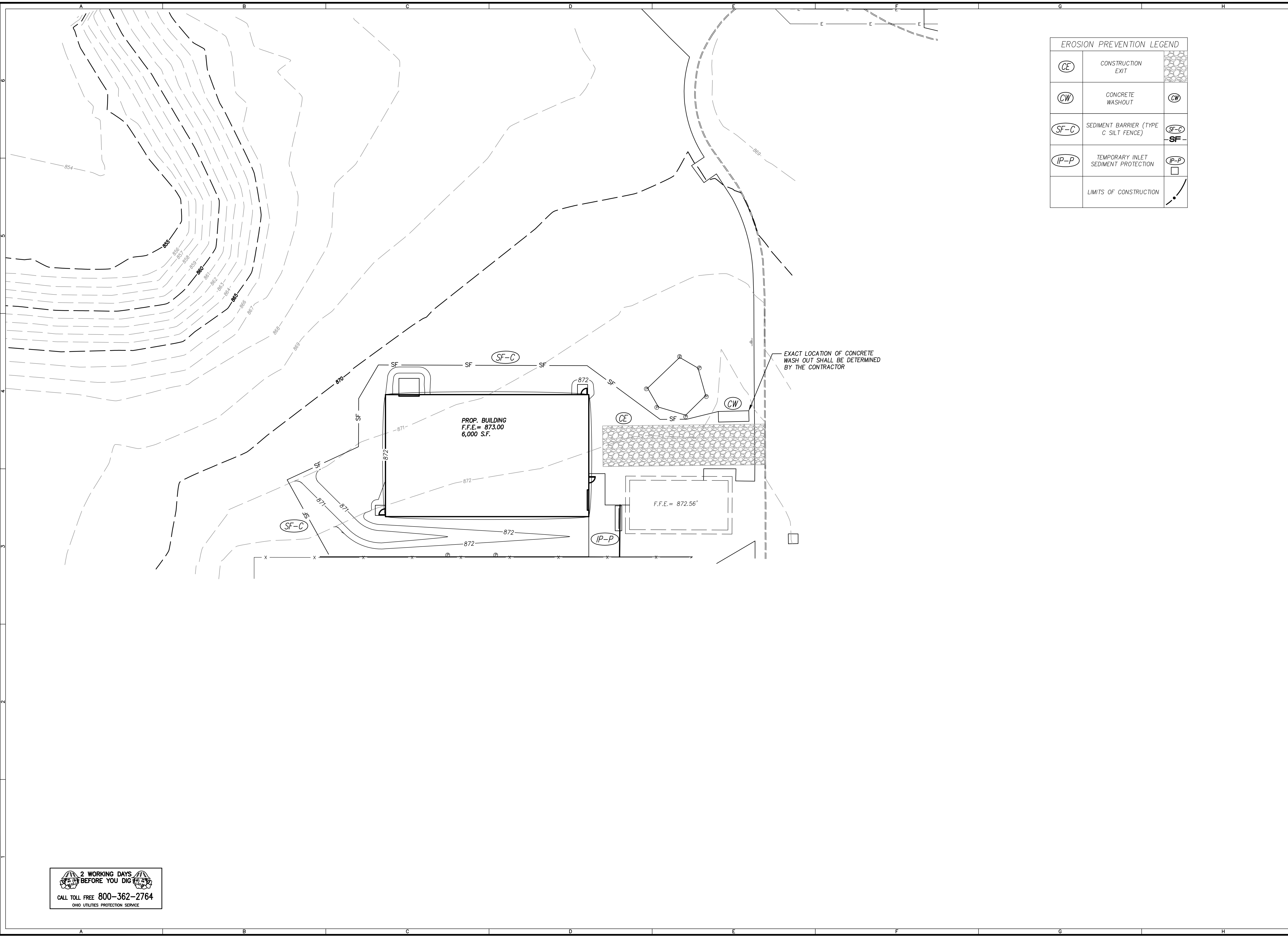
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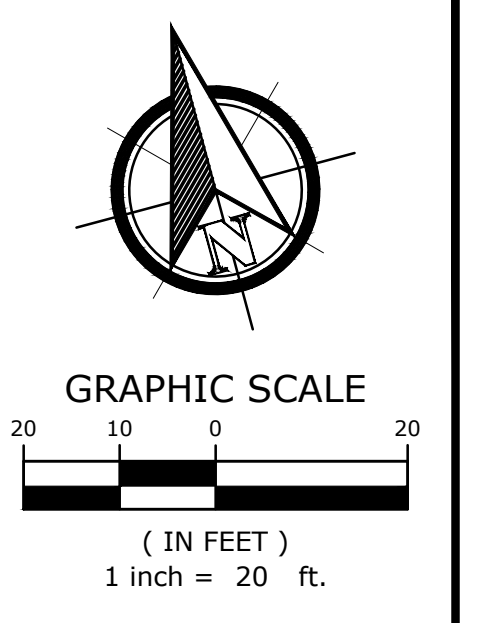
SHEET TITLE:

SWPPP NOTES AND DETAILS

SHEET NO.: C300



EROSION PREVENTION LEGEND		
(CE)	CONSTRUCTION EXIT	
(CW)	CONCRETE WASHOUT	
(SF-C)	SEDIMENT BARRIER (TYPE C SILT FENCE)	
(IP-P)	TEMPORARY INLET SEDIMENT PROTECTION	
	LIMITS OF CONSTRUCTION	



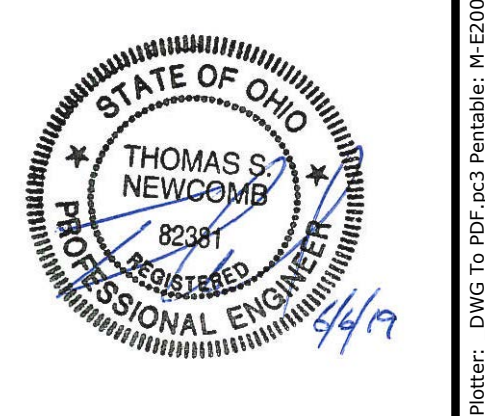
**IBI**

IBI GROUP  
 8101 North High Street  
 Suite 100  
 Columbus, OH 43235  
 tel 614 818 4900  
 fax 614 818 4901  
 Contact: TOM NEWCOMB  
 Ext: 2040  
 ibigroup.com  
 TOM.NEWCOMB@IBIGROUP.COM

REVISION:

SUBMISSION:  
 BID SET AUGUST 21, 2019

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET



UNION TOWNSHIP, CLERMONT COUNTY

**WEST CLERMONT HIGH SCHOOL ATHLETIC FIELD HOUSE**

4101 BACH BUXTON RD,  
 BATAVIA, OHIO 45103

DESIGN	DRAFT	CHECK
WTC	WTC	TSN

IBI NO.: 120491

DATE: AUGUST, 2019

SCALE:

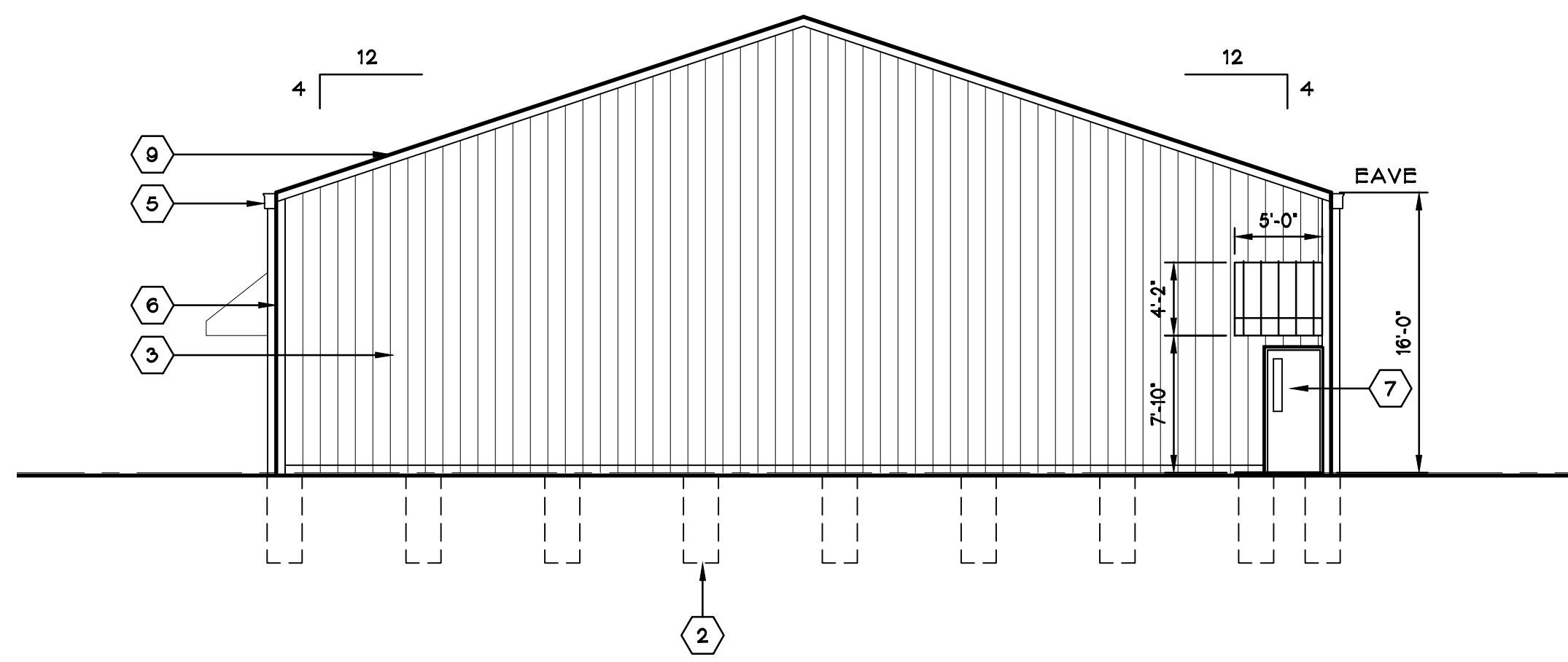
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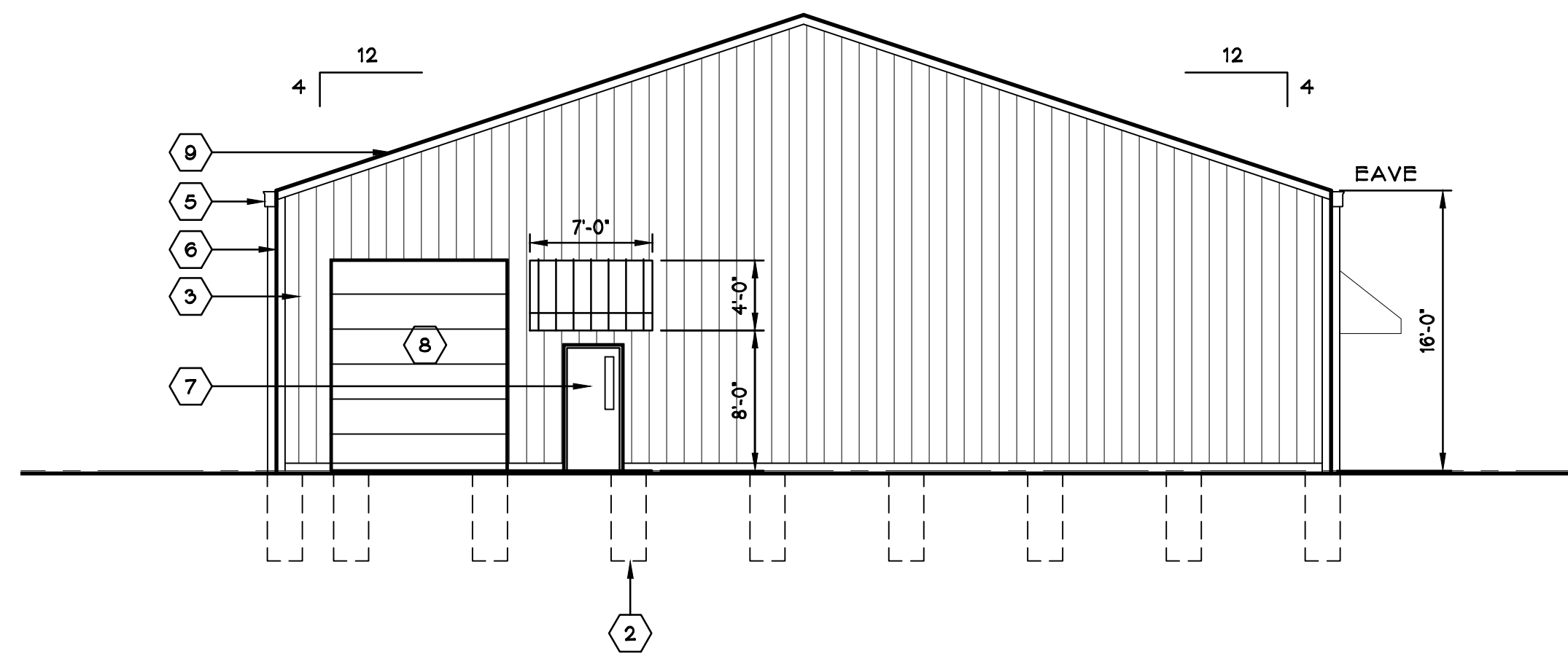


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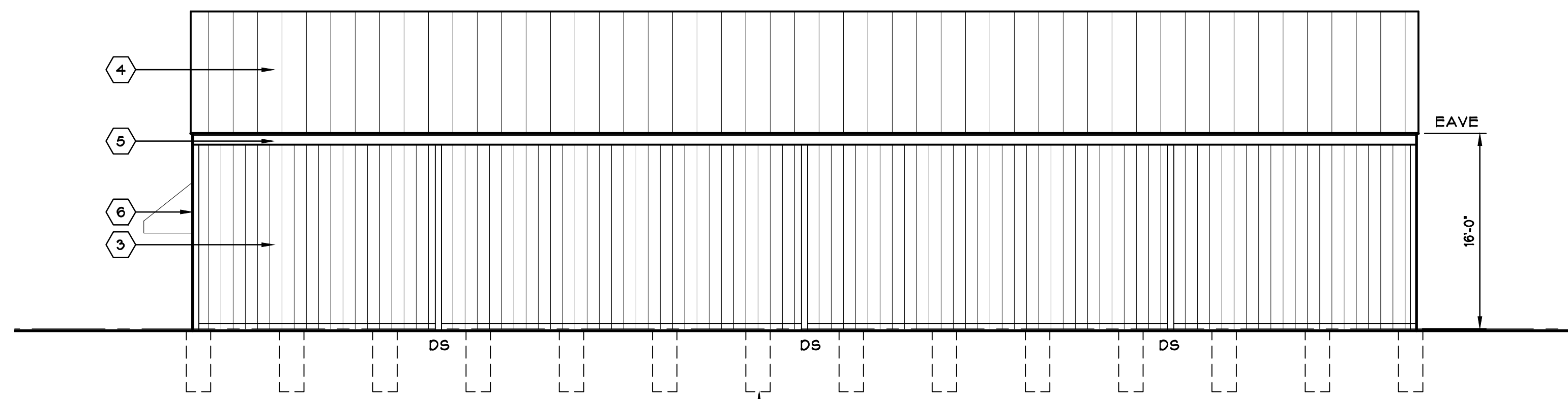
**CRITERIA EAST ELEVATION**

SCALE: 1/8" = 1'-0"



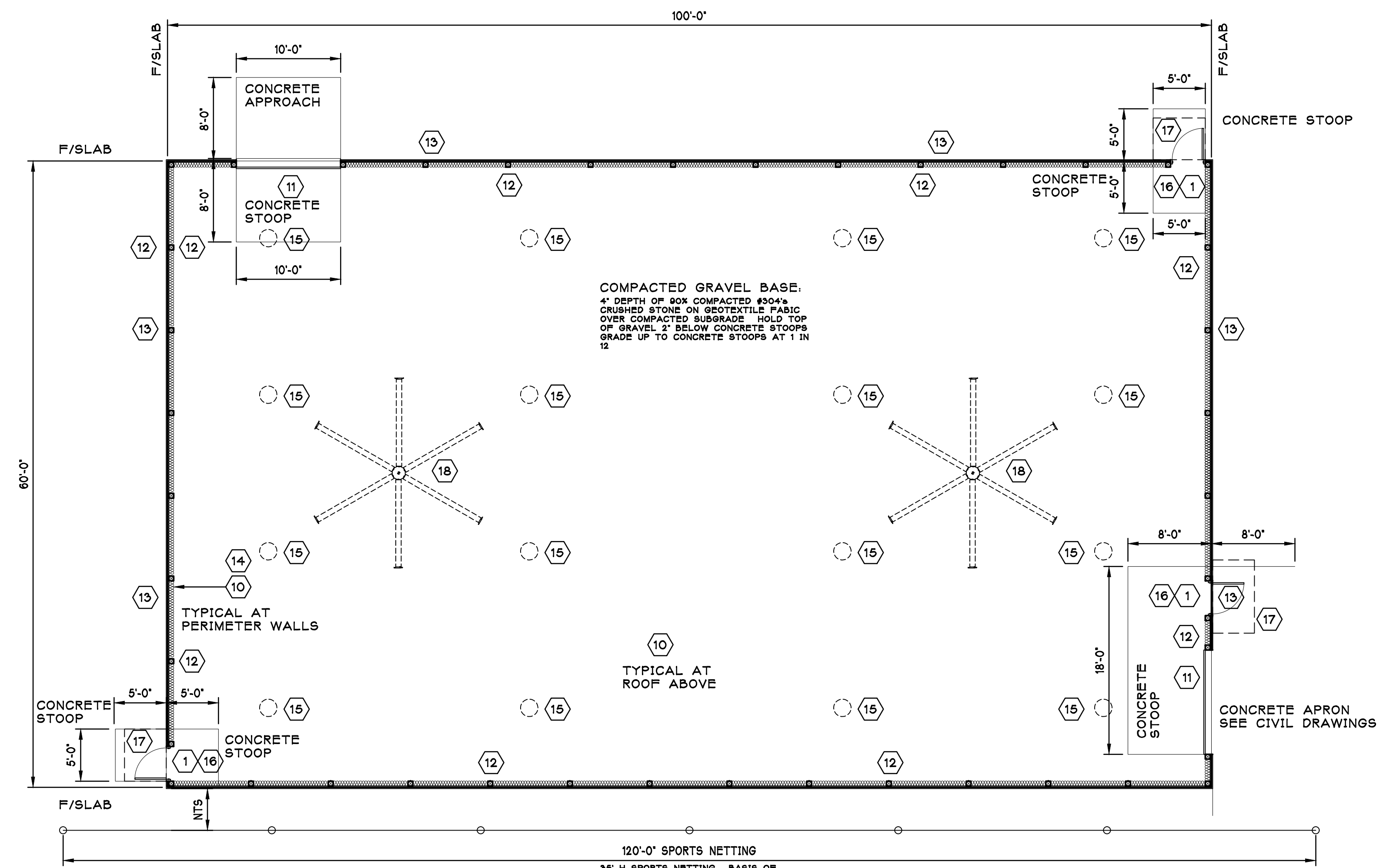
**CRITERIA WEST ELEVATION**

SCALE: 1/8" = 1'-0"



**CRITERIA SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"



**CRITERIA FLOOR PLAN**

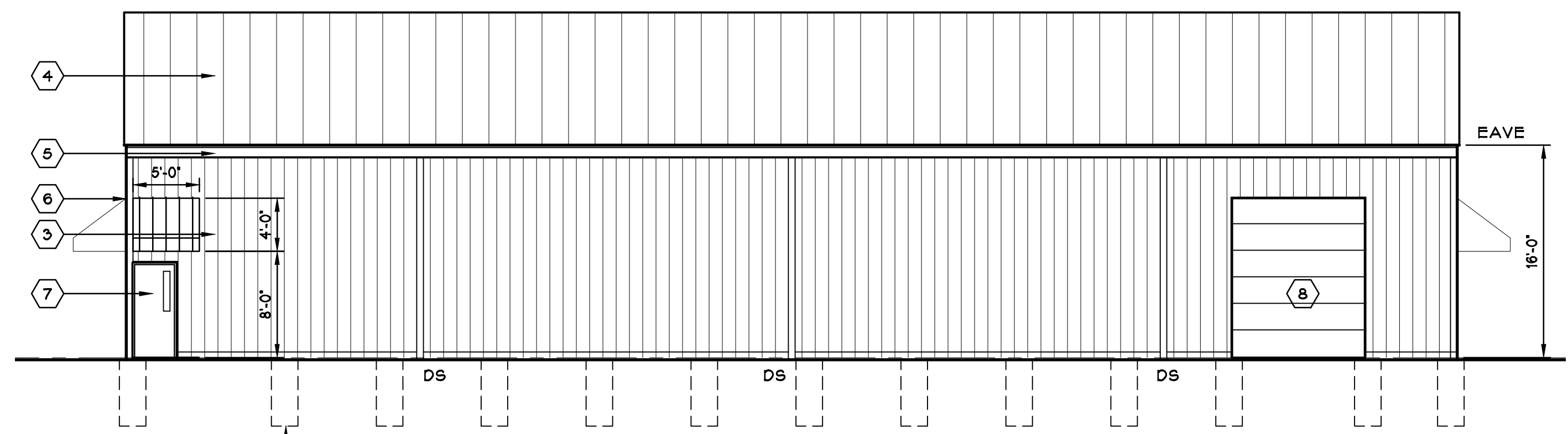
SCALE: 1/8" = 1'-0"

**KEY NOTES:**

- 1 3' x 7' INSULATED STEEL DOOR IN HOLLOW METAL FRAME. DBL PANE TEMPERED VISION PANEL IN DOOR. SEE EXTERIOR ELEVATION. PAINT DOOR AND FRAME. LOCKSET / EXIT DEVICE / CLOSER / WEATHERSTIPPING / THRESHOLD.
- 2 CONCRETE PIER (TYPICAL)
- 3 PREFINISHED METAL WALL PANELS. MATCH CAMPUS STANDARD.
- 4 PREFINISHED METAL ROOF PANELS. MATCH CAMPUS STANDARD.
- 5 PREFINISHED METAL GUTTERS AND DOWNSPOUTS. MATCH CAMPUS STANDARD.
- 6 PREFINISHED METAL CORNER TRIP. MATCH CAMPUS STANDARD.
- 7 PAINT DOOR AND FRAME.
- 8 PREFINISHED METAL DOOR. COLOR AS SELECTED BY OWNER FROM FULL RANGE OF AVAILABLE COLORS.
- 9 PREFINISHED METAL RAKE TRIM. MATCH CAMPUS STANDARD.
- 10 6" VINYL FACED FIBERGLASS BATT INSULATION.
- 11 10'x12' PREFINISHED INSULATED STEEL SECTIONAL DOOR. OWNER TO SELECT FROM FULL RANGE OF AVAILABLE COLORS.
- 12 DUPLEX RECEPTACLE.
- 13 LED WALL PACK. WP5L LARGE LED SLIM WALL PACK. BY LSI.
- 14 1/2" PLYWOOD PANELS TO 8' A.F.F.
- 15 LED ROUND HIGH BAY FIXTURE. ATLAS LIGHTING PRODUCTS. IRH-24L-4K. PENDANT MOUNT W/ APPLETON SHC FLEXIBLE FIXTURE HANGER. WIREGUARD. MOUNTING AT 15' A.F.F.
- 16 DIE CAST ALUMINUM LED/EXIT EMERGENCY COMBO. WHITE POWDER COAT. RED LETTERS.
- 17 STANDING SEAM CANOPY. COLOR SELECTED BY OWNER FROM FULL RANGE OF COLORS.
- 18 CEILING FAN. 18" DIAMETER. BASIC 6 AS MANUFACTURED BY BIG ASS FANS MOUNTING AT 15' A.F.F. GUY WIRES REQUIRED.

**GENERAL NOTES:**

- 1 THE POLE BARN PRESENTED IN THESE DRAWINGS SHALL BE A DELEGATED DESIGN. THE AWARDED CONTRACTOR IS RESPONSIBLE FOR PROVIDING SIGNED AND SEALED DRAWINGS FOR SUBMISSION TO THE LOCAL JURISDICTION FOR BUILDING PERMIT. ATTACHED CIVIL AND ELECTRICAL DRAWINGS WILL BE INCLUDED IN THE PACKAGE.
- 2 THE CRITERIA ARCHITECT WILL SUBMIT FOR BUILDING PERMIT.
- 3 METAL WALL PANELS. PREFINISHED 29 GA MINIMUM w/ LIFETIME WARRANTY.
- 4 METAL ROOF PANELS. PREFINISHED. 29 GA MINIMUM w/ LIFETIME WARRANTY.
- 5 LABOR. 1 YEAR WARRANTY.



**CRITERIA NORTH ELEVATION**

SCALE: 1/8" = 1'-0"



KBA Incorporated ARCHITECTS  
CINCINNATI OHIO

29 HIGH STREET  
Milford, Ohio 45150  
513.752.7800  
Fax: 513.752.7833

www.KBAinc.com

**SHEET CONTENTS:**

FLOOR PLAN



**West Clermont High School**  
**ATHLETIC FIELD HOUSE**  
4101 Bach Baxton Road  
Batavia, Ohio

REV. DATE CK'D

Drawn By: Checked:

Date: 8.21.19 Job No:

**A1.0**

of:

8.21.19 BIDDING PLOT



E:\Projects\Directories\7300-7399\7399- West Clermont HS - Indoor Practice Facility - Construction Documents\7399-E-ELECTRICAL-POWER-FLOOR-PLAN.dwg--EES: Plot Date/Time: Aug 13, 2019 7:55 am - By: tim.zabold  
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### KEYED SHEET NOTES

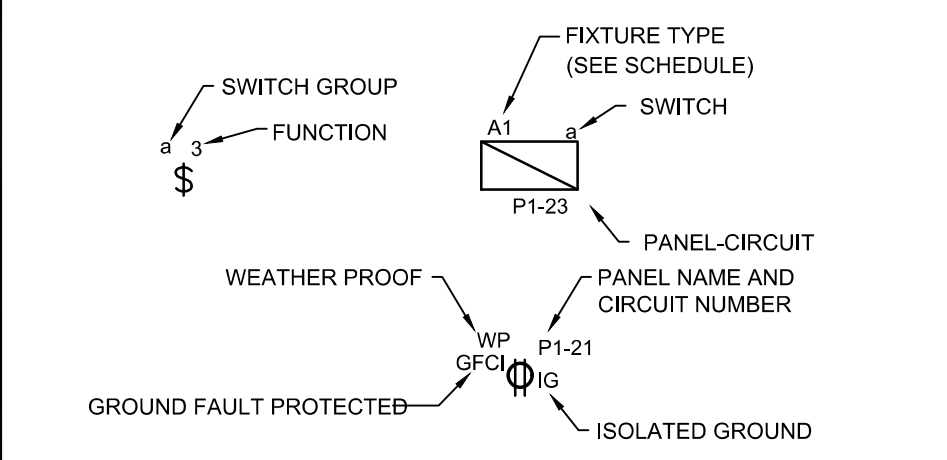
- NEW ELECTRICAL EQUIPMENT PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. CONFIRM DESIRED LOCATION WITH OWNER/ARCHITECT PRIOR TO INSTALLATION.
- PROPOSED LOCATION OF UTILITY TRANSFORMER. CONFIRM EXACT LOCATION WITH OWNER/UTILITY PROVIDER. ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL (2) 4" SCH 40 PVC CONDUITS FROM NEW TRANSFORMER LOCATION TO EXISTING TRANSFORMER LOCATION FOR NEW PRIMARY LOOP FEED. SEE CIVIL DRAWINGS (SHEET 3) FOR EXISTING TRANSFORMER LOCATION AND ADDITIONAL INFORMATION.

### GENERAL NOTES-POWER

- ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL CONDUIT/CABLE ROUTING. COORDINATE ROUTING WITH ALL OTHER TRADES AND BUILDING CONDITIONS.
- SEE SINGLE LINE DIAGRAM FOR FEEDER WIRE AND CONDUIT SIZE. ALL CIRCUITS NOT SIZED ON DRAWING SHALL BE INSTALLED TO MEET MINIMUM SIZE REQUIRED BY NEC.
- PROVIDE MOTOR STARTERS FOR EQUIPMENT AS INDICATED ON DRAWINGS. COORDINATE ANY INTERLOCKING WIRING WITH HVAC CONTRACTOR AND PROVIDE WIRING, COILS, AND AUXILIARY CONTACTS AS NECESSARY. SIZE ALL CIRCUITS FOR ACTUAL EQUIPMENT TO BE CONNECTED.
- ALL PANELS AND DISCONNECTS LOCATED OUTDOORS SHALL BE LABELED NEMA 3R.
- ROOF MOUNTED AND OUTDOOR EQUIPMENT SHALL HAVE 120V RECEPTACLE MOUNTED WITHIN 25' OF EACH PIECE. RECEPTACLES SHALL BE IN WEATHER PROOF BOX AND HAVE GFCI PROTECTION.
- PROVIDE HACR RATED BREAKERS ON HVAC EQUIPMENT ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- REFER TO ARCHITECT'S PLANS AND ELEVATIONS FOR ALL DEVICE MOUNTING HEIGHTS.

### ELECTRICAL LEGEND

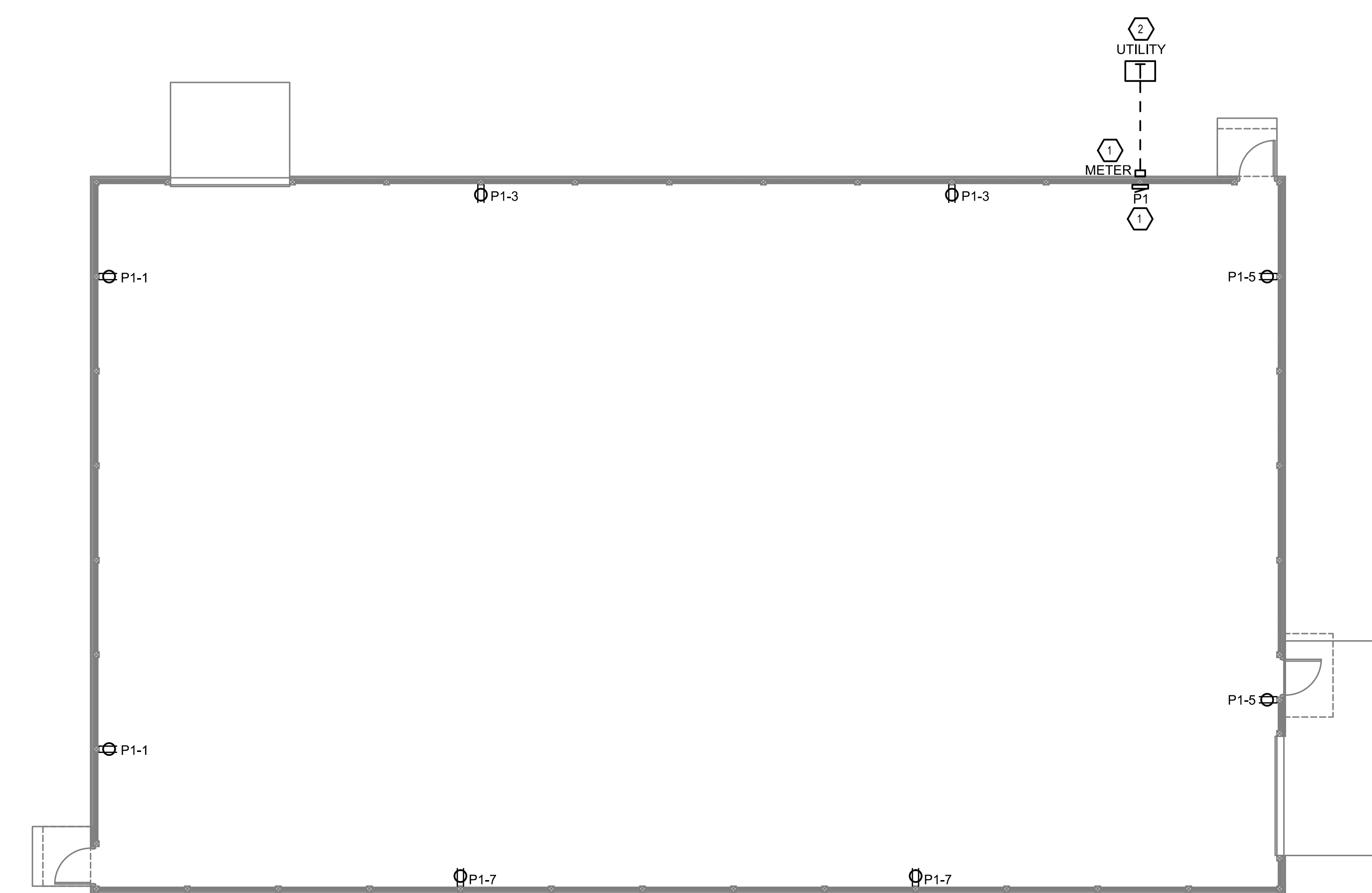
- SEE LIGHT FIXTURE SCHEDULE FOR FIXTURE TYPES.
- \$ SINGLE POLE LIGHT SWITCH
  - \$<sub>3</sub> THREE WAY LIGHT SWITCH
  - \$<sub>4</sub> FOUR WAY LIGHT SWITCH
  - \$<sub>5</sub> DIMMER SWITCH
  - PB PANELBOARD
  - SC SPECIAL CONNECTION
  - SR SIMPLEX RECEPTACLE
  - DR DUPLEX RECEPTACLE
  - CDR COUNTER HEIGHT DUPLEX RECEPTACLE
  - QR QUAD RECEPTACLE
  - CDQR COUNTER HEIGHT QUAD RECEPTACLE
  - USB LEVITON T5832-W COMBO DUPLEX RECEPTACLE/OUTLET AND USB CHARGER OR EQUIVALENT
  - FB FLOOR BOX WITH POWER AND DATA
  - W WALL MOUNTED PHONE
  - V VOICE ONLY LOCATION
  - D DATA ONLY LOCATION
  - DV DATA/VOICE LOCATION
  - T TELEVISION LOCATION
  - E EQUIPMENT CONNECTION
  - \$<sub>M</sub> MANUAL MOTOR STARTER
  - ND NON-FUSED DISCONNECT
  - ND<sub>F</sub> FUSED DISCONNECT
  - ND<sub>F</sub><sub>M</sub> FUSED DISCONNECT WITH MAGNETIC MOTOR STARTER
  - J JUNCTION BOX



- ABBREVIATIONS:**
- AFF ABOVE FINISHED FLOOR
  - AHU AIR HANDLING UNIT
  - BF BATHROOM EXHAUST FAN
  - DWG DRAWING
  - DWH DOMESTIC WATER HEATER
  - HP HEAT PUMP OR HORSEPOWER
  - HVAC HEATING, VENTILATING & AIR CONDITIONING
  - MIN MINIMUM
  - NTS NOT TO SCALE
  - TSTAT THERMOSTAT
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  - UH UNIT HEATER
  - UNO UNLESS NOTED OTHERWISE
- NOTE: ALL ITEMS MAY NOT BE USED.**

### SCOPE OF WORK

NEW CONSTRUCTION OF AN INDOOR ATHLETIC TRAINING FACILITY. SCOPE OF WORK INCLUDES A NEW ELECTRICAL PANEL, BRANCH CIRCUIT WIRING, LIGHTING, AND DEVICES. SEE SINGLE LINE DIAGRAM, PANEL SCHEDULE, AND NOTES FOR ADDITIONAL INFORMATION.



**ELECTRICAL POWER FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**K|B|A**  
K B A INCORPORATED  
ARCHITECTS  
P (513) 752-7800  
F (513) 752-7833

29 HIGH STREET  
Milford, Ohio 45150  
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### SHEET CONTENTS:

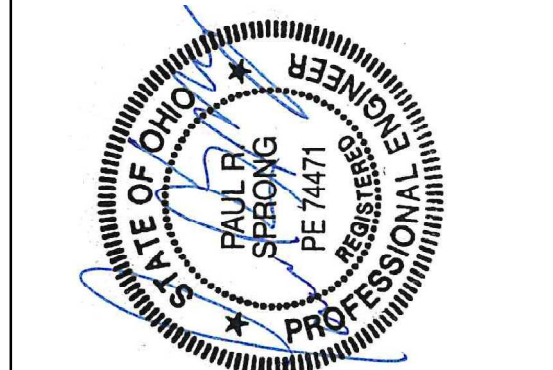
ELECTRICAL POWER PLAN

PR-07309  
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SHARED SUCCESS  
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**Proposed Practice / Storage Facility for:**  
**WEST CLERMONT HIGH SCHOOL**  
**ATHLETIC FIELD HOUSE**  
 4101 Bach Baxton Road  
 Batavia, Ohio

REV. DATE CK'D

Drawn By: TAZ Checked: PRS



Date: 8/21/2019 Job No:  
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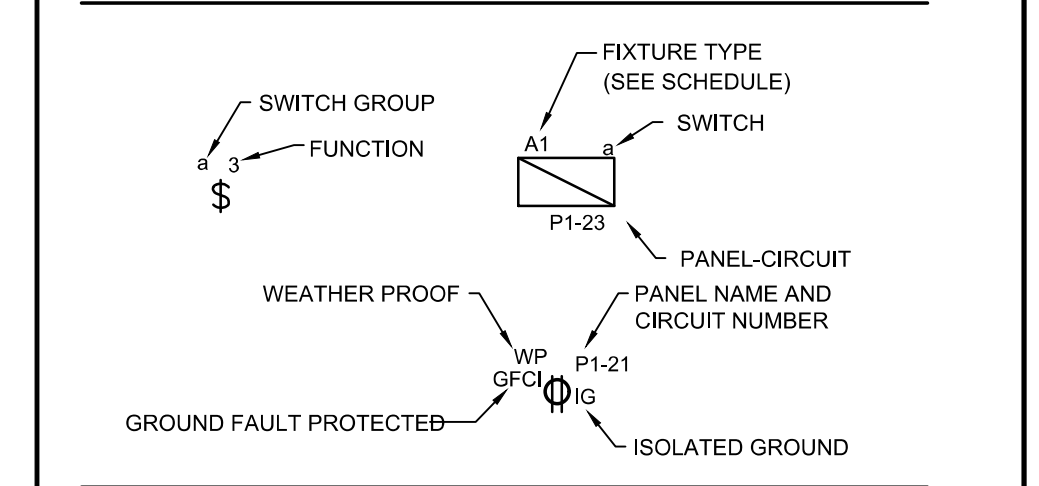
WEST CLERMONT HIGH SCHOOL LUMINAIRE SCHEDULE				
CALLOUT	DESCRIPTION	MODEL 1	INPUT VA	NOTE 1
EM	EMERGENCY WALL PACK - W/ 90 MIN. BACKUP	EMERGENSEE SEELEDMGWL	3	
EMX	EXIT/EMERGENCY COMBO - 90 MIN. BACKUP	EMERGENSEE SEEXDCC	3	PROVIDE BATTERY CAPACITY FOR REMOTE AS REQ'D
ER	DUAL LAMP LED REMOTE HEAD (EXTERIOR EGRESS ILLUMINATION)			POWERED FROM LOCAL EXIT SIGN BATTERY
EX	UNIVERSAL EDGE LIT EXIT SIGN - W/ 90 MIN. BACKUP	EMERGENSEE SEEXDC	2	PROVIDE BATTERY CAPACITY FOR REMOTE AS REQ'D
HB	LED ROUND HIGH BAY	ATLAS IRH-24L-4K	176.1	
WP	LED WALLPACK	LSI WPSLL	60	

\* NL DENOTES EGRESS ILLUMINATION

- KEYED SHEET NOTES**
- BIG ASS FANS AND CONTROLS PROVIDED AND INSTALLED BY OTHERS. WIRING AND DISCONNECTING MEANS PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. CONFIRM LOCATION AND REQUIREMENTS WITH INSTALLING CONTRACTOR PRIOR TO INSTALLATION.
  - ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL A PHOTOCELL FOR EXTERIOR BUILDING MOUNTED LIGHTING. INSTALL PHOTOCELL IN LOCATION AND ORIENTATION SO AS NOT TO BE AFFECTED BY ARTIFICIAL LIGHT SOURCES.

- GENERAL NOTES-LIGHTING**
- REFER TO ARCHITECT'S PLANS AND ELEVATIONS FOR DIMENSIONED LOCATIONS OF LIGHT FIXTURES.
  - PROVIDE HOLD-ON-TYPE BREAKERS FOR EGRESS/EMERGENCY LIGHTING CIRCUITS. WIRE ALL EGRESS/EMERGENCY FIXTURES AHEAD OF ANY LOCAL SWITCHING.
  - LIGHT FIXTURES CONTROLLED BY SWITCH IN SAME ROOM UNLESS OTHERWISE NOTED

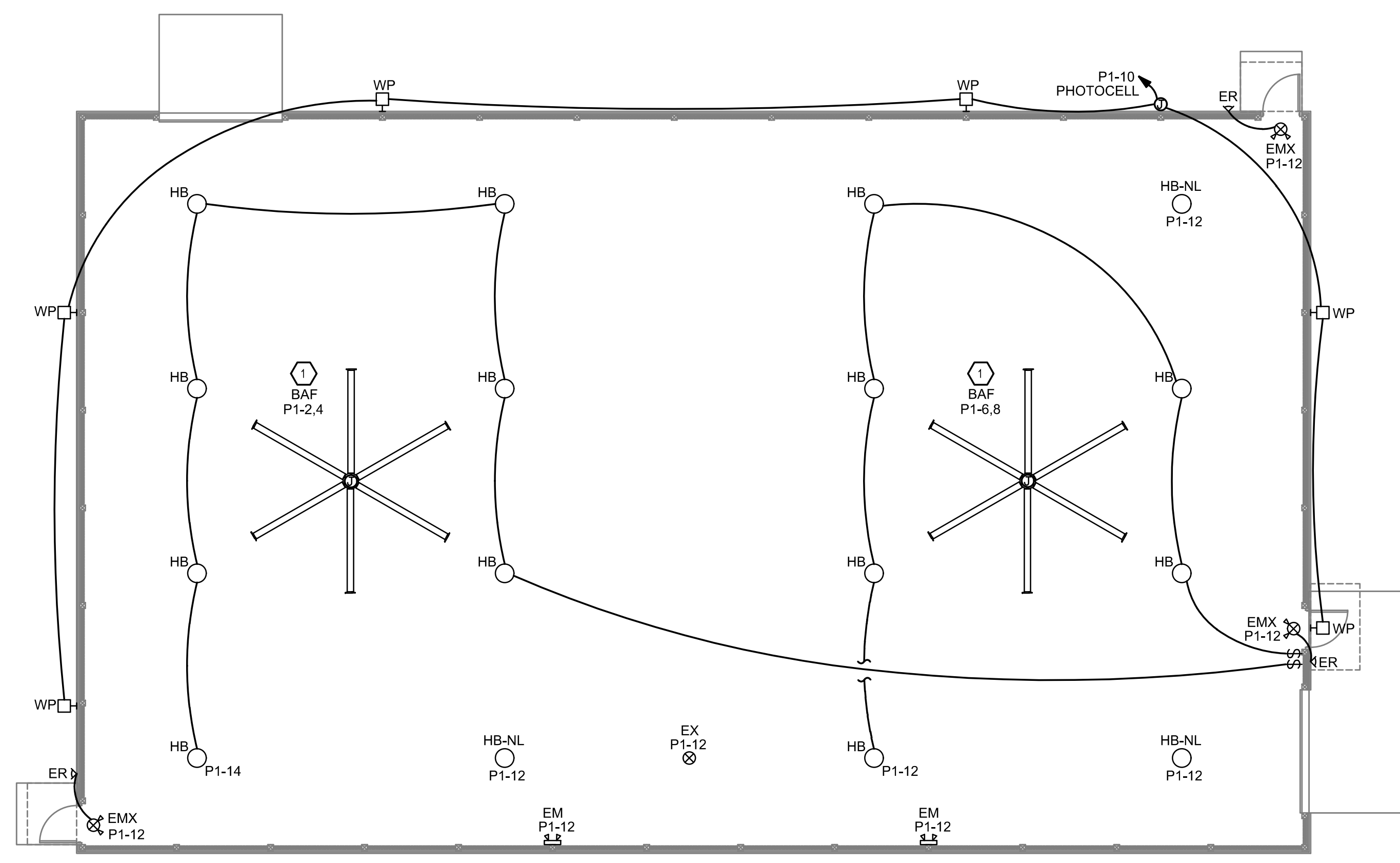
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- SEE LIGHT FIXTURE SCHEDULE FOR FIXTURE TYPES.
- \$ SINGLE POLE LIGHT SWITCH
  - \$₃ THREE WAY LIGHT SWITCH
  - \$₄ FOUR WAY LIGHT SWITCH
  - \$₄ DIMMER SWITCH
  - PANELBOARD
  - ⊕ SPECIAL CONNECTION
  - ⊕ SIMPLEX RECEPTACLE
  - ⊕ DUPLEX RECEPTACLE
  - ⊕ COUNTER HEIGHT DUPLEX RECEPTACLE
  - ⊕ QUAD RECEPTACLE
  - ⊕ COUNTER HEIGHT QUAD RECEPTACLE
  - USB LEVITON T5832-W COMBO DUPLEX RECEPTACLE/OUTLET AND USB CHARGER OR EQUIVALENT
  - ⊕ FLOOR BOX WITH POWER AND DATA
  - ▼₄ WALL MOUNTED PHONE
  - ▼ VOICE ONLY LOCATION
  - ▼ DATA ONLY LOCATION
  - ▼ DATA/VOICE LOCATION
  - TV TELEVISION LOCATION
  - ⊕ EQUIPMENT CONNECTION
  - \$₄ₘ MANUAL MOTOR STARTER
  - NON-FUSED DISCONNECT
  - FUSED DISCONNECT
  - ☑ FUSED DISCONNECT WITH MAGNETIC MOTOR STARTER
  - ⊕ JUNCTION BOX



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**SCOPE OF WORK**

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**ELECTRICAL LIGHTING FLOOR PLAN**  
SCALE: 1/8" = 1'-0"



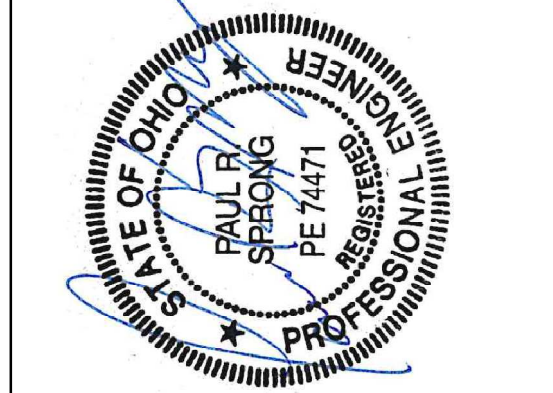
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4101 Bach Baxton Road  
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REV. DATE CK'D

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WEST CLERMONT HIGH SCHOOL LUMINAIRE SCHEDULE				
CALLOUT	DESCRIPTION	MODEL 1	INPUT VA	NOTE 1
EM	EMERGENCY WALL PACK - W/ 90 MIN. BACKUP	EMERGENSEE SEELEDMGWL	3	
EMX	EXIT/EMERGENCY COMBO - 90 MIN. BACKUP	EMERGENSEE SEEXDCC	3	PROVIDE BATTERY CAPACITY FOR REMOTE AS REQ'D
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HB	LED ROUND HIGH BAY	ATLAS IRH-24L-4K	176.1	
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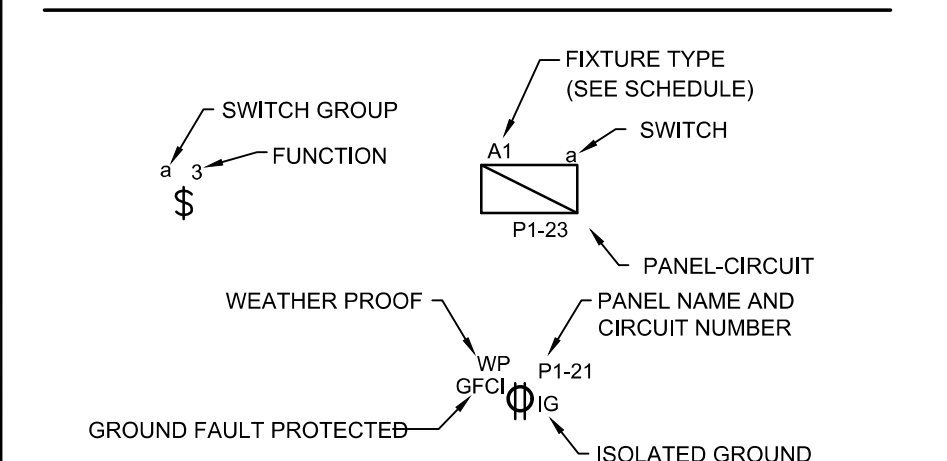
Panel		ROOM		VOLTS		BUS AMPS		AIC		T.B.D.	
P1		MOUNTING SURFACE		208Y/120V 3P 4W		100		MAIN BKR		100	
		FED FROM METER		NEUTRAL		100%		LUGS		STANDARD	
		NOTE									
CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION	CKT #	CKT BKR	LOAD KVA	CIRCUIT DESCRIPTION
1	20/1	0.36	RECEPTACLE	a	2	30/2	2.88	2	4		BIG ASS FAN
3	20/1	0.36	RECEPTACLE	b	4			3	6		BIG ASS FAN
5	20/1	0.36	RECEPTACLE	c	6	30/2	2.88	4	8		
7	20/1	0.36	RECEPTACLE	a	8			10	20/1	0.361	LIGHTING, PHOTOCELL
9	20/1	0	SPACE	b	10	20/1	1.6	12	20/1	1.23	LIGHTING
11	20/1	0	SPACE	c	12	20/1	0	14	20/1	0	SPACE
13	20/1	0	SPACE	a	14	20/1	0	16	20/1	0	SPACE
15	20/1	0	SPACE	b	16	20/1	0	18	20/1	0	SPACE
17	20/1	0	SPACE	c	18	20/1	0	20	20/1	0	SPACE
19	20/1	0	SPACE	a	20	20/1	0	22	20/1	0	SPACE
21	20/1	0	SPACE	b	22	20/1	0	24	20/1	0	SPACE
23	20/1	0	SPACE	c	24	20/1	0	26	20/1	0	SPACE
25	20/1	0	SPACE	a	26	20/1	0	28	20/1	0	SPACE
27	20/1	0	SPACE	b	28	20/1	0	30	20/1	0	SPACE
29	20/1	0	SPACE	c	30	20/1	0				

	CONN KVA	CALC KVA		CONN KVA	CALC KVA	
LIGHTING	3.2	3.99	(125%)	LARGEST MOTOR	2.88	0.72 (25%)
				MOTORS	5.76	5.76 (100%)
				RECEPTACLES	1.44	1.44 (50%>10)
				TOTAL LOAD		11.9
				BALANCED 3-PHASE AMPS		33.1
				PHASE A		136%
				PHASE B		65.2%
				PHASE C		98.7%

### ELECTRICAL LEGEND

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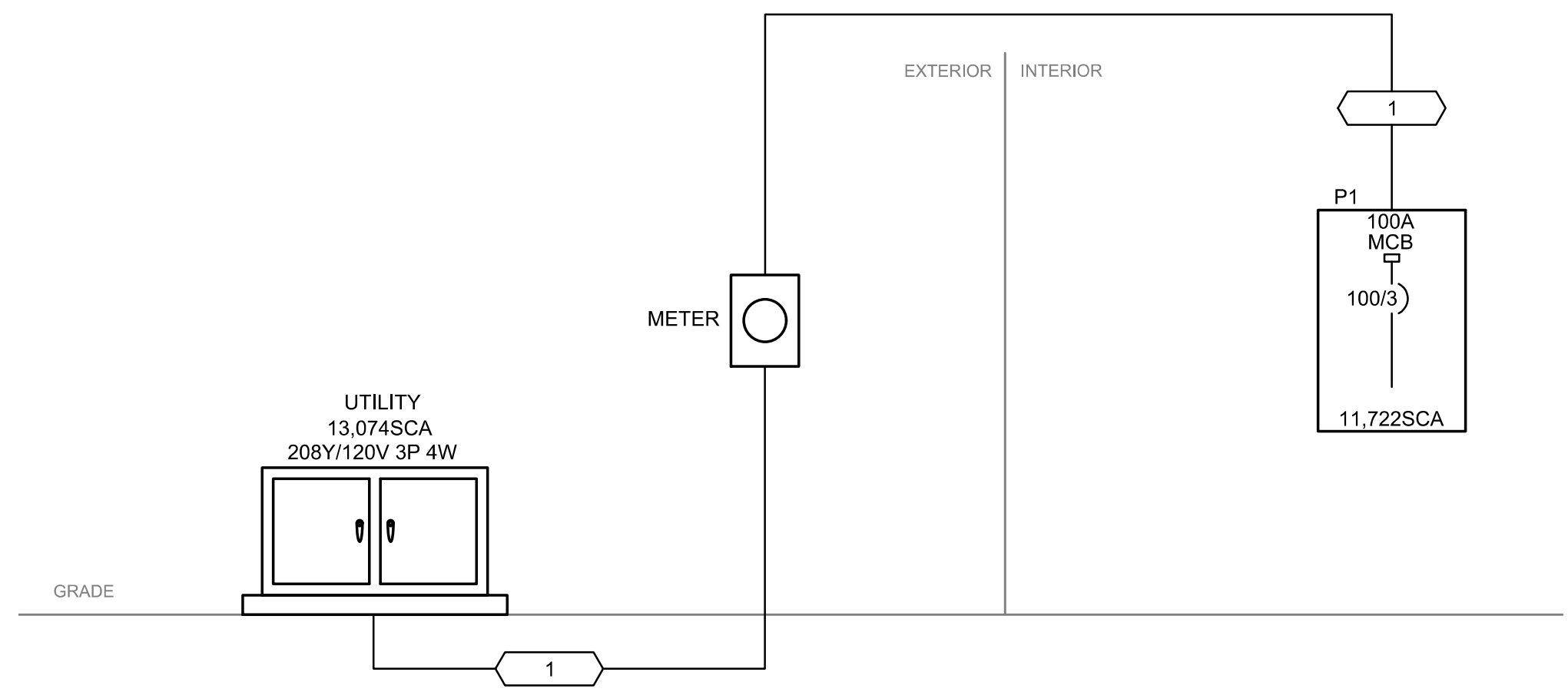
### GENERAL NOTES-SINGLE LINE DIAGRAM

- A. ALL BREAKERS SHALL BE RATED TO WITHSTAND THE AVAILABLE FAULT CURRENT AT THEIR LOCATION. WHERE SERIES-RATED COMBINATIONS ARE USED IN ACCORDANCE WITH NEC 240.86 (B) AND (C) THE CONTRACTOR AND/OR HIS EQUIPMENT SUPPLIER MUST PROVIDE APPROPRIATE DOCUMENTATION AND LABELING.
- B. ELECTRICAL CONTRACTOR SHALL NOT ORDER OR PURCHASE ANY MATERIALS OR EQUIPMENT UNTIL PERMIT DRAWINGS HAVE BEEN APPROVED BY AHJ.

### FEEDER SCHEDULE

ID	CONDUIT AND FEEDER
1	1-1/4" C, 3#1 AL, #1 AL N

SIZING METHOD: COMPACT AL 75°C 100A AND ABOVE, CU 75°C BELOW 100A



**ELECTRICAL SINGLE LINE DIAGRAM**



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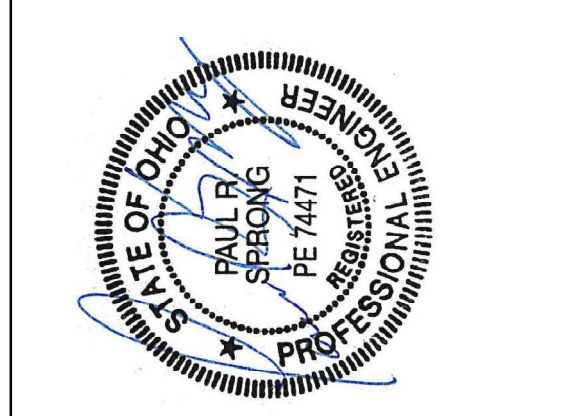
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## ELECTRICAL SPECIFICATIONS

### 1. GENERAL DEMOLITION

- a. REFER TO ARCHITECTURAL DRAWINGS, GENERAL NOTES, INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, BASE BUILDING SPECIFICATIONS AND DRAWINGS, SHOP DRAWING MANUALS AND AS-BUILT PLANS, EXCEPT AS NOTED HEREIN, WHICH APPLY IN ALL RESPECTS TO THIS SECTION. THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS PRIOR TO BIDDING THE WORK

### 2. USE OF DRAWINGS AND SPECIFICATIONS

- a. EBS DRAWINGS AND SPECIFICATIONS ARE INTENDED TO CONVEY DESIGN INTENT ONLY. ALL MEANS AND METHODS, SEQUENCES, TECHNIQUES, AND PROCEDURES OF CONSTRUCTION AS WELL AS ANY ASSOCIATED SAFETY PRECAUTIONS AND PROGRAMS, AND ALL INCIDENTAL AND TEMPORARY DEVICES REQUIRED TO CONSTRUCT THE PROJECT, AND TO PROVIDE A COMPLETE AND FULLY OPERATIONAL ELECTRICAL SYSTEM ARE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

### 3. STANDARDS

- a. MATERIALS EQUIPMENT AND MATERIALS SHALL CONFORM WITH APPROPRIATE PROVISIONS OF NEC, ASTM, UL, ETL, NEMA, ANSI, AS APPLICABLE TO EACH INDIVIDUAL UNIT OR ASSEMBLY.

### 4. CODES

- a. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES. IN CASE OF CONFLICT BETWEEN THE DRAWINGS/SPECIFICATIONS AND THE CODES AND ORDINANCES, THE HIGHEST STANDARD SHALL APPLY. THE ELECTRICAL CONTRACTOR SHALL SATISFY CODE REQUIREMENTS AS A MINIMUM STANDARD WITHOUT ANY EXTRA COST TO OWNER.

### 5. PERMITS AND FEES

- a. THE ELECTRICAL CONTRACTOR SHALL PROCURE AND PAY FOR ALL PERMITS, FEES AND INSPECTIONS NECESSARY TO COMPLETE THE ELECTRICAL WORK.

### 6. WARRANTY

- a. THE ELECTRICAL CONTRACTOR SHALL UNCONDITIONALLY WARRANT ALL WORK TO BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, AND WILL REPAIR OR REPLACE ANY DEFECTIVE WORK PROMPTLY AND WITHOUT CHARGE AND RESTORE ANY OTHER EXISTING WORK DAMAGED IN THE COURSE OF REPAIRING DEFECTIVE MATERIALS AND WORKMANSHIP.

### 7. SITE EXAMINATION

- a. THE ELECTRICAL CONTRACTOR SHALL THOROUGHLY EXAMINE ALL AREAS OF WORK WHERE EQUIPMENT WILL BE INSTALLED AND SHALL REPORT ANY CONDITION THAT, IN HIS OPINION, PREVENTS THE PROPER INSTALLATION OF THE ELECTRICAL WORK PRIOR TO BID. HE SHALL ALSO EXAMINE THE DRAWINGS AND SPECIFICATIONS OF OTHER BRANCHES OF WORK MAKING REFERENCE TO THEM FOR DETAILS OF NEW OR EXISTING BUILDING CONDITIONS.
- b. ALL WORK SHALL BE DONE AT TIMES CONVENIENT TO THE OWNER AND ONLY DURING NORMAL WORKING HOURS, UNLESS SPECIFIED OTHERWISE.
- c. ELECTRICAL CONTRACTOR SHALL TAKE HIS OWN MEASUREMENTS AND BE RESPONSIBLE FOR THEM.

- d. ACCESS PANELS ARE NOT SHOWN ON DRAWINGS. DURING SITE EXAMINATION, CONTRACTOR SHALL IDENTIFY ALL AREAS WHERE ACCESS PANELS ARE REQUIRED, AND REPORT TO GENERAL CONTRACTOR, DESIGNATION OF WHO FURNISHES AND WHO INSTALLS ACCESS PANELS MUST BE COORDINATED WITH GENERAL CONTRACTOR PRIOR TO STARTING WORK.

### 8. CONTRACTOR COORDINATION

- a. THE ELECTRICAL DRAWINGS AND SPECIFICATIONS CONVEY DESIGN INTENT ONLY. MEANS AND METHODS, SEQUENCES, TECHNIQUES, AND PROCEDURES OF CONSTRUCTION AS WELL AS ANY ASSOCIATED SAFETY PRECAUTIONS AND PROGRAMS, AND ALL INCIDENTAL AND TEMPORARY DEVICES REQUIRED TO CONSTRUCT THE PROJECT ARE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.

- b. COORDINATION DRAWINGS SHOWING SYSTEM AND COMPONENT INSTALLATION LAYOUT, ROUTING, DETAILS, ETC. SHALL BE PRODUCED BY THE ELECTRICAL CONTRACTOR AND UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER, OR APPROPRIATE PARTY AS APPLICABLE.

- c. ALL SYSTEMS INSTALLED BY EACH SUB-CONTRACTOR SHALL BE COORDINATED WITH ONE ANOTHER AND APPROVED BY GENERAL CONTRACTOR/CONSTRUCTION MANAGER, ETC. PRIOR TO INSTALLATION

AND/OR FABRICATION. WHERE THE ELECTRICAL CONTRACTOR IS MAKING A CONNECTION TO EQUIPMENT/COMPONENTS THAT ARE FURNISHED BY OTHERS, ELECTRICAL CONTRACTOR TO VERIFY ALL CONNECTION REQUIREMENTS WITH ACTUAL EQUIPMENT BEING CONNECTED, INCLUDING BUT NOT LIMITED TO OCP SIZE, MEANS OF DISCONNECT, SPECIAL CONNECTION REQUIREMENTS, OR OTHER ITEMS INDICATED ON SHOP DRAWINGS, OR MANUFACTURER'S INSTALLATION INSTRUCTIONS AND/OR INSTALLATION DIAGRAMS, AND FURNISH ALL LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION AND OPERATION OF THE EQUIPMENT. NO ALLOWANCES WILL BE MADE FOR FAILURE TO COORDINATE. AFTER ELECTRICAL CONNECTIONS HAVE BEEN INSTALLED,

IF QUESTIONS CONCERNING DESIGN INTENT ARISE DURING COORDINATION, EBS CAN ASSIST WHERE APPROPRIATE.

THE ARCHITECTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER ALL OTHER DRAWINGS. DO NOT SCALE DISTANCES OFF THE ELECTRICAL DRAWINGS. USE ACTUAL BUILDING DIMENSIONS.

COORDINATION DRAWINGS SHOWING SYSTEM AND COMPONENT INSTALLATION LAYOUT, ROUTING, DETAILS, ETC. SHALL BE PRODUCED BY THE PLUMBING CONTRACTOR AND UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR/CONSTRUCTION MANAGER, OR APPROPRIATE PARTY AS APPLICABLE. ALL SYSTEMS INSTALLED BY EACH SUB-CONTRACTOR SHALL BE COORDINATED WITH ONE ANOTHER AND APPROVED BY GENERAL CONTRACTOR/CONSTRUCTION MANAGER, ETC. PRIOR TO INSTALLATION AND/OR FABRICATION. IF QUESTIONS CONCERNING DESIGN INTENT ARISE DURING COORDINATION, EBS CAN ASSIST WHERE APPROPRIATE.

### 9. SUBMITTALS

- a. PRODUCTS INSTALLED BY THE ELECTRICAL CONTRACTOR AND PROVIDED BY OTHERS MUST BE SUBMITTED FOR REVIEW PRIOR TO PURCHASING. PRODUCTS SHALL NOT BE SELECTED BASED ON PERMIT DRAWINGS WITHOUT EXPRESS PERMISSION - PRODUCTS SHALL BE SELECTED BASED ON CONSTRUCTION DRAWINGS.

### 10. RECORD DRAWING

- a. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING RECORD DRAWINGS WHERE REQUIRED. DRAWINGS SHALL BE PRODUCED IN AUTOCAD 2004 FORMAT OR LATER.

### 11. SHOP DRAWINGS

- a. SUBMIT TO THE ARCHITECT PDF FILE COPIES OF COMPLETE & CERTIFIED SHOP DRAWINGS, DESCRIPTIVE DATA, PERFORMANCE DATA & RATINGS, DIAGRAMS AND SPECIFICATIONS ON ALL SPECIFIED EQUIPMENT, INCLUDING ACCESSORIES, AND MATERIALS FOR REVIEW.

- b. THE MAKE, MODEL NUMBER, TYPE, FINISH & ACCESSORIES OF ALL EQUIPMENT AND MATERIALS SHALL BE REVIEWED & APPROVED BY THE PLUMBING CONTRACTOR & GENERAL CONTRACTOR PRIOR TO SUBMITTING TO THE ARCHITECT FOR THEIR REVIEW & APPROVAL.

- c. REVIEW OF SHOP DRAWINGS DOES NOT RELIEVE THE PLUMBING CONTRACTOR/VENDOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DRAWINGS, SPECIFICATIONS & APPLICABLE CODES.

### 12. TESTING

- a. ALL ELECTRICAL SYSTEMS SHALL BE TESTED FOR PROPER OPERATION. BALANCE ALL BRANCH CIRCUIT LOADS BETWEEN THE PHASES OF THE SYSTEM TO WITHIN 10% OF THE HIGHEST PHASE LOAD IN EACH PANELBOARD.

### 13. TEMPORARY POWER

- a. THE ELECTRICAL CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL WIRING FOR CONSTRUCTION. THE TEMPORARY SERVICE SHALL BE A MINIMUM OF 60 AMPS, SINGLE PHASE, THREE WIRE, 120/208 VOLTS FUSED AT MAIN DISCONNECT. ALL RECEPTACLES ON THIS TEMPORARY SERVICE SHALL BE PROTECTED BY A GFI BREAKER.

### 14. MECHANICAL EQUIPMENT

- a. ALL FINAL CONNECTIONS TO MECHANICAL EQUIPMENT SHALL BE DONE BY THE ELECTRICAL CONTRACTOR.

### 15. DEMOLITION

- a. THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR DEENERGIZING CIRCUITS IN DEMOLITION AREAS TO INSURE A SAFE CONDITION. ELECTRICAL DEVICES AND ASSOCIATED WIRING LOCATED WITHIN THE DEMOLITION AREA THAT WILL NO LONGER BE USED SHALL BE REMOVED AND PROPERLY DISPOSED OF AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED.

### 16. POWER OUTAGES

- a. THE ELECTRICAL CONTRACTOR SHALL SCHEDULE ALL ELECTRICAL SYSTEM(S) OUTAGES WITH THE GENERAL CONTRACTOR AND OWNER AT LEAST 24 HOURS IN ADVANCE. UNLESS APPROVED OTHERWISE ALL OUTAGES SHALL OCCUR BETWEEN 11:00PM AND 5:00AM.

### 17. MATERIALS

- a. PROVIDE ALL NEW MATERIAL AND EQUIPMENT UNLESS NOTED OTHERWISE. ALL EQUIPMENT SHALL BE UL APPROVED AND LABELED, OR OTHER APPROVED TESTING ORGANIZATION WHICH HAS ACCEPTANCE BY THE LOCAL JURISDICTION, FOR THE PURPOSE FOR WHICH THEY ARE USED. IN ADDITION TO MEETING ALL REQUIREMENTS OF THE CURRENT APPLICABLE CODES AND REGULATIONS, NO SUBSTITUTION TO MATERIALS SPECIFIED WILL BE ALLOWED UNLESS APPROVED BY THE OWNER.

- b. ELECTRICAL CONTRACTOR SHALL NOT ORDER OR PURCHASE ANY MATERIALS OR EQUIPMENT UNTIL PERMIT DRAWINGS HAVE BEEN APPROVED. NO ALLOWANCES WILL BE MADE FOR ANY CHANGES THAT OCCUR IF PERMIT DRAWINGS HAVE NOT BEEN APPROVED PRIOR TO ORDERING.

### 18. CUTTING AND FITTING

- a. PERFORM CUTTING, CORING, FITTING, REPAIRING AND FINISHING OF THE WORK NECESSARY FOR THE INSTALLATION OF THE EQUIPMENT OF THIS SECTION. HOWEVER, NO CUTTING OF THE WORK OF OTHER TRADES OR OF ANY STRUCTURAL MEMBER SHALL BE DONE WITHOUT THE CONSENT OF THE OWNER. PROPERLY FILL, SEAL, FIREPROOF, AND WATERPROOF ALL OPENINGS, SLEEVES, AND HOLES IN SLABS, WALLS, AND CASEWORK.

### 19. WIRING METHODS

- a. PROVIDE CODE APPROVED WIRING METHODS FOR BRANCH CIRCUITING INDOORS, SUCH AS NM CABLE (ONLY WHERE PERMITTED BY NEC 334), EMT CONDUIT, OR MC CABLE FOR MECHANICAL EQUIPMENT, LIGHTING, AND POWER.

- b. CONDUIT RUNS ON EXTERIOR OF BUILDING SHALL BE RIGID STEEL CONDUIT WITH WEATHER TIGHT, CORROSION-RESISTANT FITTINGS. SCHEDULE 40 PVC IS ACCEPTABLE WHERE PERMITTED BY CODE AND OR UNDERGROUND RUNS OR CONCRETE ENCASEMENT WHERE NOT EXPOSED TO PHYSICAL DAMAGE.

- c. THE MINIMUM SIZE OF CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED. CONDUIT CONNECTORS SHALL BE DOUBLE LOCKNUT TYPE, UL LISTED AND LABELED, WITH COMPRESSION OR SET SCREW FITTINGS.

- d. RIGID CONDUIT SHALL BE HOT DIPPED GALVANIZED.

- e. WHERE RACEWAYS ARE INSTALLED FOR OTHERS TO USE, OR FOR FUTURE USE, PROVIDE NYLON PULL STRING.

- f. PENETRATIONS THROUGH FIRE RATED CONSTRUCTION SHALL BE SEALED USING 3M FIRE BARRIER CAULK, NELSON ELECTRIC FLAMESEAL OR T&B FLAMESAFE OR OTHER APPROVED METHOD.

### 20. CONDUCTORS AND TERMINATIONS

- a. BRANCH CONDUCTORS SHALL BE COPPER, FEEDERS AS INDICATED ON RISER DIAGRAM. CONDUCTORS SHALL BE INSULATED FOR 600V NUMBER 12 AWG MINIMUM. PROVIDE WIRES AND CABLES AS INDICATED LISTED AND SUITABLE FOR TEMPERATURE, CONDITIONS, AND LOCATION WHERE INSTALLED.

### 21. MOTORS AND OTHER WIRING

- a. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL REQUIRED CONDUIT, WIRING, AND SAFETY SWITCHES FOR ALL MOTORS, AND OTHER ELECTRICAL EQUIPMENT, EVEN THOUGH THE MOTORS AND ELECTRICAL EQUIPMENT MAY BE SUPPLIED BY OTHERS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE ALL WORK AND CONNECTIONS REQUIRED TO MAKE THE SYSTEM COMPLETE AND OPERATIONAL. PROVIDE MAGNETIC STARTERS FOR EQUIPMENT AS INDICATED ON THE DRAWINGS.

- b. THE ELECTRICAL EQUIPMENT MAY INCLUDE BUT NOT BE LIMITED TO SUCH ITEMS AS GRILLE MOTORS AND INTERLOCKS, EXTERIOR AND INTERIOR SIGNAGE, STARTING DEVICES, MOTOR CONTROLLERS, FLOAT SWITCHES, ALARM DEVICES OR SYSTEMS, PUSH BUTTONS, EXHAUST FANS, DATA SYSTEMS, INTERCOMS AND STEREO SYSTEMS. THE ELECTRICAL CONTRACTOR SHALL VERIFY EQUIPMENT LOCATION AND SIZES WITH THE TRADE SUPPLYING THE EQUIPMENT BEFORE INSTALLING THE CONDUIT OR OUTLETS.

### 22. SWITCHES

- a. HUBBELL, LEVITON, OR APPROVED EQUAL WITH MATCHING COVERPLATES.

- b. PROVIDE SPECIFICATION GRADE WIRING DEVICES, IN TYPES, CHARACTERISTICS, GRADES, COLORS, AND ELECTRICAL RATINGS FOR APPLICATIONS INDICATED, WHICH ARE UL-LISTED AND WHICH COMPLY WITH NEMA WD1 AND OTHER APPLICABLE UL AND NEMA STANDARDS. VERIFY COLOR SELECTIONS WITH ARCHITECT. PROVIDE DEVICE PLATES TO MATCH DEVICE COLORS.

- c. PROVIDE GFCI PROTECTION FOR ALL KITCHEN 15 AND 20-AMP RECEPTACLES. WHERE THE RECEPTACLE IS RENDERED INACCESSIBLE BY EQUIPMENT PROVIDE GFCI PROTECTION AT THE CIRCUIT BREAKER.

### 23. TRANSFORMERS

- a. DRY TYPE TRANSFORMERS - 15KVA TO 500 KVA - 600 VOLTS OR LESS, SINGLE AND THREE- PHASE. CONCRETE PADS FOR TRANSFORMERS, PROPERLY SLEEVED FOR TRANSFORMER TAP COMPARTMENTS.

- b. ALL APPLICABLE MATERIAL SHALL CONFORM TO NEMA STANDARDS. ALL APPLICABLE MATERIAL SHALL BEAR UL LABELS.

- c. TRANSFORMERS SHALL BE VENTILATED TYPE, SINGLE AND/OR THREE-PHASE, 60 HERTZ, DRY TYPE, AIR COOLED, TWO WINDING, INSULATED, HIGH EFFICIENCY, LOW SOUND LEVEL, AS LISTED ON THE DRAWINGS. PROVIDE TRANSFORMERS OF SAME MANUFACTURER AS SWITCHBOARDS AND PANELBOARDS.

- d. COILS SHALL UTILIZE AN UNDERWRITERS' LABORATORY APPROVED, 220 (C) INSULATION SYSTEM AND THE AVERAGE TEMPERATURE RISE SHALL NOT EXCEED 115°C ABOVE A 40°C MAXIMUM AMBIENT. ALL UNITS SHALL HAVE NEMA STANDARD TAPS, 2-2 1/2% AN AND 4-2 1/2% BN.

- e. CORES SHALL BE MANUFACTURED WITH A HIGH GRADE, NON-AGING SILICON STEEL STACKED WITHOUT GAPS AND FIRMLY CLAMPED. THE CORE AND COIL ASSEMBLY SHALL BE MOUNTED ON VIBRATION PADS AND BOLTED TO THE ENCLOSURE. THE ENCLOSURE FOR SEPARATELY MOUNTED TRANSFORMERS SHALL BE PROVIDED WITH LIFTING EYES OR BRACKETS NEMA-OR OUTDOOR, TO PREVENT ACCESS TO LIVE PARTS. TOP OF CASE TEMPERATURES SHALL NOT EXCEED UL ACCEPTABLE LEVELS.

- f. TRANSFORMERS SHALL BE INSTALLED ON MINIMUM 3-1/2" CONCRETE PADS, PLUMB AND LEVEL IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND APPLICABLE CODES.

- g. TERMINATE PRIMARY AND SECONDARY CONDUCTOR WITH COMPRESSION CONNECTORS, GROUNDING TO BE PER NEC.

- h. VERIFY INCOMING VOLTAGE TO TRANSFORMER AND SET TAPS AT THE VOLTAGE LEVEL.

- i. PROVIDE LOCKABLE BREAKERS FOR FEEDERS SUPPLYING TRANSFORMERS THAT ARE NOT LOCATED WITHIN SITE OF THE OVER-CURRENT PROTECTION. TRANSFORMERS SHALL BE FIELD MARKED WITH THE LOCATION OF THE OVER-CURRENT PROTECTION DEVICE.

### 24. DISCONNECTS AND FUSED SWITCHES

- a. HEAVY DUTY TYPE, HORSEPOWER RATED WITH INTERLOCKING COVER, NEMA 1 TYPICAL. OUTDOOR AND WET LOCATION SWITCHES SHALL BE RAINTIGHT TYPE NEMA 3R. ALL SWITCHES SHALL BE LOCKABLE. FUSES IN CIRCUITS RATED AT 600 AMPERES OR LESS SHALL BE UL CLASS RK1 DUAL-ELEMENT, TIME-DELAY, CURRENT LIMITING FUSES. FUSES IN CIRCUITS RATED AT 601 AMPERES OR LARGER SHALL BE UL CLASS I TIME-DELAY, CURRENT LIMITING FUSES.

### 25. NAMEPLATES

- a. PROVIDE PERMANENT NAMEPLATE LABELING ON ALL DISCONNECTS, INCLUDE LOAD SERVED, VOLTAGE, PHASE, HORSEPOWER, FUSE SIZE, AND TYPE.

### 26. MOUNTING

- b. MOUNT INDEPENDENT OF THE MECHANICAL UNIT HOUSING UNLESS SPECIFICALLY ACCEPTED BY THE LOCAL CODE AUTHORITY. PROVIDE UNISTRUT SUPPORT CHANNELS MOUNTED IN COORDINATION WITH ROOF PENETRATION AND PATCHING WORK. COORDINATE WITH GENERAL CONTRACTOR.

- c. GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS AND EQUIPMENT
- d. PROVIDE GROUNDING AND BONDING FOR ELECTRICAL SERVICE IN ACCORDANCE WITH NEC ARTICLE 250.

- e. ALL MAJOR PARTS NOT CARRYING CURRENT, INCLUDING BUT NOT LIMITED TO, SECONDARY FEEDER CIRCUIT, EQUIPMENT AND PANELBOARD ENCLOSURES, PULL AND JUNCTION BOXES, SHALL BE PROPERLY GROUNDED. METALLIC RACEWAYS SHALL UTILIZE DOUBLE LOCKNUTS AND OTHER FITTINGS AS REQUIRED TO PROVIDE GROUND CONTINUITY.

### 27. PANELBOARDS

- a. PROVIDE BRANCH CIRCUIT PANELBOARD(S) AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN. PANELBOARD(S) SHALL HAVE BOLTED, THERMAL AND MAGNETIC BREAKERS WITH MAIN LUGS ONLY OR MAIN BREAKERS AS REQUIRED. PANELBOARDS SHALL BE CUTLER HAMMER, SQUARE D, GE, OR EQUAL, AND BE ENCLOSED IN NEMA 1 TYPE HOUSING UNLESS NOTED OTHERWISE. ENCLOSURE(S) SHALL BE COMPLETE WITH A HINGED DOOR, CYLINDER LOCK, AND A NEATLY TYPED DIRECTORY UNDER PLASTIC COVER IN EACH PANEL DOOR. ALL MULTIPLE POLE BREAKERS SHALL HAVE A COMMON TRIP HANDLE. ALL PANELS AND BREAKERS SHALL BE RATED TO WITHSTAND AVAILABLE FAULT CURRENT.

### 28. RESIDENTIAL LOAD CENTERS

- a. PROVIDE LOAD CENTERS AS SHOWN ON DRAWINGS AND AS SPECIFIED HEREIN. LOAD CENTERS SHALL BE CUTLER HAMMER, SQUARE D, GE, OR EQUAL. LOAD CENTERS SHALL CONTAIN A NEATLY TYPED DIRECTORY IN EACH DOOR. ALL MULTIPLE POLE BREAKERS SHALL HAVE A COMMON TRIP HANDLE. ALL PANELS AND BREAKERS SHALL BE RATED TO WITHSTAND AVAILABLE FAULT CURRENT. LOAD CENTERS MAY BE USED IN AREAS OTHER THAN DWELLING UNITS WHERE APPROPRIATE AND WHERE APPROVED BY OWNER'S REPRESENTATIVE.

### 29. LIGHTING

- a. PROVIDE A NEW LIGHTING SYSTEM COMPLETE AND FULLY OPERATIONAL AND IN CONFORMANCE WITH CODE AND UL LISTING REQUIREMENTS. CLEAN ALL FIXTURES AT TIME OF JOB COMPLETION UTILIZING MANUFACTURERS APPROVED OR RECOMMENDED CLEANING SOLUTIONS. ALL FIXTURES AND LAMPS ARE PROVIDED BY THIS CONTRACTOR AS SCHEDULED UNLESS NOTED OTHERWISE. CONTRACTOR SHALL FURNISH ALL BOXES, MOUNTING KITS, TRANSFORMERS, CONTROLLERS, AND OTHER COMPONENTS NECESSARY FOR A COMPLETE AND FULLY FUNCTIONAL INSTALLATION.

# K|B|A

K B A INCORPORATED  
ARCHITECTS

P (513) 752-7800  
F (513) 752-7833

29 HIGH STREET  
Milford, Ohio 45150

www.KBAinc.com

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PR-07309

**ENGINEERING  
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Newport, KY 41071 (859) 261-0585  
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## WEST CLERMONT HIGH SCHOOL

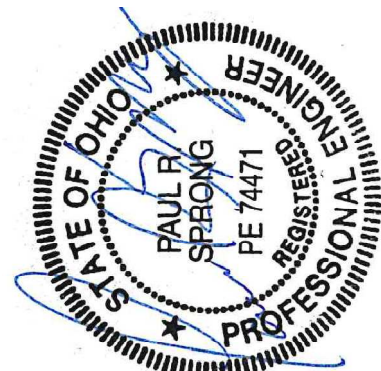
## ATHLETIC FIELD HOUSE

### 4101 Bach Baxton Road

### Batavia, Ohio

REV. DATE CK'D

Drawn By: TAZ Checked: PRS



Date: 8/21/2019 Job No:  
Permit Issue/Contractor Bidding

# E4.0

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