

Middlefield Township – New EMS Building

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BIDDING REQUIREMENTS

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ADVERTISEMENT FOR BIDS

Middlefield Township Trustees

SEALED PROPOSALS will be received at the *Middlefield Township Hall, 15228 State Route 528; Middlefield, Ohio 44062* until 7 o'clock PM on Monday, February 13, 2023, at the Trustees' normal meeting, and at that time and place publicly opened and read aloud, for the New EMS Building. Someone will be at the Township Hall at 5:30 on the evening bids are due, and bids can be submitted early by contacting Trustee Paul Porter at paulporter482@gmail.com.

The principal items of work includes construction of A NEW EMS OFFICE AND GARAGE. The Architect's estimate of probable costs for this work is approximately \$850,000.

Copies of plans, specifications and contract documents are online at tgmaia.com. Contractors are required to register on the website in order to access Documents. There is no fee for Registration, but is required so that Addenda can be properly distributed. Documents can then be downloaded for free from the site.

Bidders must use the prepared forms provided therefore, as none other will be accepted. Each proposal must be accompanied by a bid bond in the amount of 100 percent or more of the price bid or a check for 10% of the Bid amount. The bidder to whom the contract is awarded will be required to furnish a performance and payment bond in the sum of 100 percent of the contract price.

The Owner reserves the right to increase or decrease quantities and to reject any or all bids, and to waive informalities.

-----End Published Notice Here-----

Published Geauga Maple Leaf, Chesterland OH – January 12, January 19, and January 26

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BIDDING INFORMATION, INSTRUCTIONS, REQUIREMENTS AND CONDITIONS

1. RECEIPT AND OPENING OF BIDS

The Middlefield Township Trustees, (herein called "Owner"), invites Bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Township Hall until 7 o'clock PM, official time, February 13, 2023, at the Trustees' normal meeting, and at that time and place publicly opened and read aloud, No Bidder may withdraw a Bid for a period of 30 (thirty) days after the actual date of the opening thereof, except a Bidder may withdraw his proposal provided the request in writing is in the hands of the appropriate Township official by the time set for opening proposals. When such proposal is reached, it will be returned to the Bidder unopened. The envelopes containing the Bids must be sealed, addressed to the "Middlefield Township Trustees" Middlefield Township Hall, 15228 State Route 528; Middlefield, Ohio 44062 as a Bid for the **Middlefield Township – New EMS Building**.

2. IRREGULAR PROPOSALS

2.1. The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid received after the time and date specified will not be considered. Proposals may also be considered irregular and may be rejected at the discretion of the Owner for the following reasons:

2.1.1. If the proposal is on a form other than that furnished or approved by the Owner; or if the form is altered or any part thereof is detached.

2.1.2. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

2.1.3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid letting, provided that any selection of awards will be made by the Owner.

2.1.4. If the proposal does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum items.

3. DISQUALIFICATION OF BIDDERS

3.1. The Owner may make such investigations as the Owner deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional Bids will not be accepted. The Owner may also reject any Bid where the Bidder has failed to complete a previous Contract in a timely manner or in accordance with the Contract requirements or as directed by the Owner or Owner's representative. Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of or refusal to consider the proposal or proposals of said Bidder:

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- 3.1.1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- 3.1.2. Evidence of collusion among Bidders, whether on this or previous projects.
- 3.1.3. Bid prices which obviously are unbalanced.
- 3.1.4. Evidence of lack of competency and/or adequate machinery, plant and other equipment.
- 3.1.5. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- 3.1.6. Failure to comply with any qualification or regulation of the Owner.
- 3.1.7. Default, or failure to complete work in a timely and/or workmanlike manner, under previous contracts.

4. PREQUALIFICATION OF BIDDERS

4.1. Where prequalification is required, such requirement will be stated in the legal advertisement requesting proposals. Where prequalification is not required, each Bidder shall carefully examine the Contract Documents and the qualifications required therein and shall, by submitting a proposal, acknowledge that the Bidder is fully qualified to perform the work.

5. PREPARATION OF BID

5.1.1. Each Bid must be submitted on the prescribed form. All blank spaces for Bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid Form. All Bid proposal blanks shall be clearly filled out. Bid form blanks shall not be removed from the specifications. Unit price Bids shall be written in numbers and words and total cost shall be written in numbers. In the event of a discrepancy, the unit price written in words multiplied by the Bid proposal quantity shall govern. Lump sum prices shall be written in words and numbers. In the event of a discrepancy, the lump sum Bid price written in words shall govern. The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Bidder legally qualified and acceptable to the Owner. If the proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the names and business address of its corporate officials must be shown. Anyone signing a proposal as agent must file with it legal evidence of his authority to do so.

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6. COMPLETE BID SHALL BE REQUIRED

6.1. A Bid shall be considered complete when all Bid blanks have been filled in, all Bid forms and bonds have been fully executed and all Bidder and Subcontractor information have been provided, including a listing of company officials, experience records, MBE/DBE status, etc. Should a Bidder fail to submit a complete Bid, the Owner may, at Owner's sole discretion, either reject the Bid or notify the Bidder of the Bid deficiencies or omissions. Upon receipt of such notification, the Bidder shall, within five (5) calendar days, submit such omitted or deficient information. Failure to submit such information shall be just cause for the forfeiture of the Bidder's proposal guarantee, which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under contract or otherwise, as the Owner may decide.

7. CONTENTS OF PROPOSAL FORMS

7.1. The plans, specifications and other Contract Documents provided to the Bidder will be considered a part of the proposal whether attached or not.

8. FACSIMILE MODIFICATION

8.1. Any Bidder may modify his/her Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids, provided such facsimile communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time. The facsimile communication should not reveal the Bid price but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile modification.

9. METHOD OF BIDDING

9.1. The Owner invites the following Bid(s): Unit price and/or lump sum Bids for furnishing all necessary materials, labor and/or equipment for the item(s) stated in the Contract Documents.

10. INTERPRETATION OF QUANTITIES IN PROPOSAL

10.1. The quantities appearing in the proposal are approximate only and are prepared for the comparison of Bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished and accepted in accordance with the Contract except for lump sum Contracts, and except for lump sum items in unit price Contracts. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted at the Owner's sole discretion.

11. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

11.1. The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract and bonds required within 10 (ten) days after she/he has received notice of the acceptance of his/her Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her Bid.

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12. TIME OF COMPLETION AND LIQUIDATED DAMAGES

12.1. Bidder must agree to commence Work on the project and the various elements thereof on or before the date(s) specified below or as modified in a written "Notice to Proceed" of the Owner and to fully complete the various elements and the total project within the time and/or consecutive calendar days thereafter so stated. Bidder also agrees to pay as liquidated damages the sum as stated for each consecutive calendar day thereafter as hereinafter provided. Where a start date is not stated, Bidder agrees to start work at such time that the Contract is completed no later than the date(s) or time(s) specified.

12.2. The Contractor shall schedule work in defined areas and defined work elements and shall not disturb a work area or begin a work element by excavating pavement, removing curb, milling, adjusting manholes, installing catch basins, pipe or other structures or performing any work which requires traffic control or temporary pavement or which in any way obstructs full access to residences, business, or other facilities longer than the specified number of consecutive calendar days. If the Contractor fails to complete a work area or work element(s) within the specified time for that area or element(s), then liquidated damages established for that area or work element shall apply as detailed herein.

12.3. Work areas are detailed and time for completion of, and liquidated damages for each is as follows: \$200/ per calendar day.

12.4. Where time for individual work elements or work areas is provided, the Contractor shall pay liquidated damages in the amount indicated for each work area and work element not substantially completed in the specified time and such payment shall be charged until such time that the work area or work element is substantially complete.

12.5. Open for use means improvements within a specified work area provide clear, safe, unobstructed movement on a finished surface and unobstructed full access to residences, businesses and other facilities is provided with all major planned improvements complete.

12.6. Liquidated damages assessed for each separate work area shall be cumulative and in addition to the liquidated damages applicable for failure to complete the total Contract within the specified time, except that when a "not to exceed" amount is indicated the cumulative total of all work elements, work areas, and the amount for the total Contract shall be limited to the "not to exceed" amount.

13. CONDITIONS OF WORK

13.1. The Bidder must fully inform himself of the conditions relating to the construction of the project and the employment of labor thereon. The Bidder is expected to examine carefully the site of the proposed Work, the proposal, plans, specifications, supplemental specifications, special provisions, and contract forms before submitting a proposal. The submission of a Bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the plans, specifications, supplemental specifications, special provisions, and Contract. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible the Contractor, in carrying out the Work, must

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employ such methods or means as will not cause interruption of or interference with the Work of any other Contractor.

14. ADDENDA AND INTERPRETATIONS

14.1. No interpretation of the meaning of Plans, Specifications or other pre-Bid documents will be made to any Bidder orally. Every request for such interpretation should be emailed to the Architect, Sean Thompson at sean@tmaarch.com and to be given consideration must be received at least (4) four days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be electronically transmitted by email to all prospective Bidders, not later than (3) two days prior to the date fixed for the opening of Bids. Each Bidder is required to provide an email address for such purposes. Failure of any Bidder to provide a email or to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Contract Documents. The Bidder shall initial all addenda to this proposal and insert them as a part of this proposal in the space provided for same herein. Failure to insert all addenda may render the Bid proposal invalid. Bid Documents picked up or mailed after issuance of a Addenda or Interpretation shall include same.

15. SECURITY FOR FAITHFUL PERFORMANCE (BONDS)

15.1. Simultaneously with their delivery of the executed Contract, the Contractor shall furnish a Surety Bond or Bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and/or furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such Bond or Bonds shall be a duly authorized surety company satisfactory to the Owner. No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated. Each person or entity bidding for a Contract with the Owner for the supply of labor, materials and/or for the construction, alteration, repair or reconstruction of any public improvement is required to file with its Bid a Bid Bond in the amount of one hundred percent of the amount of the Bid. Such Bid Bond shall be separate from any performance or payment bond tendered. The Bid Bond provided shall be subject to payment to the Owner as follows:

15.1.1. The return of the Bid Bond shall be conditioned upon the Bidder entering into a proper contract in accordance with the Bid, plans and specifications after the acceptance of the Bid and Notice of Award of the Contract.

15.1.2. If for any reason other than as authorized by section 9.31 of the Ohio Revised Code, the Bidder fails to enter into the Contract, the Owner may enter into a Contract with the next lowest responsible and responsive Bidder and the Bidder and its surety shall be liable to the Owner for the difference between the amount of Bidder's Bid and the amount of the Bid of the Bidder being awarded the Contract, or for a penal sum not to exceed ten percent (10%) of the amount of the Bid, whichever is less. Within ten (10) calendar days of the receipt of the Notice of Award of a Contract, the successful Bidder shall provide to the Owner a Performance Bond in the amount of the Contract to indemnify the Owner against all damage suffered by failure to perform the Contract according to its provisions and in accordance with the plans, details, specifications, including all attorneys' fees, liquidated damages and costs associated with the default or termination of the Contractor and/or for any corrective work not properly completed by the Contractor. Within ten (10) calendar days of the receipt of the Notice of Award of a contract, the successful Bidder shall provide to the Owner a Payment Bond in the amount of the Contract to pay all lawful claims of

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Subcontractors, materialmen, and laborers for labor performed and material furnished in carrying forward, performing, or completing the Contract and such undertaking shall be for the benefit of any Subcontractor, materialmen, or laborer having a just claim, as well as for the Owner. In lieu of separate Bid, Performance and Payment Bonds the Owner may accept one bond satisfying each of these separate requirements provided, however, that a separate penal sum must apply to the Performance and Payment Bond provisions of such bond. The Contractor shall submit with its Application for Final Payment a Maintenance Bond in the amount of ten percent (10%) of the Contract amount. Such Bond shall be conditioned to guarantee all materials and workmanship furnished pursuant to the Contract for a period of one year from the date referenced in the Certificate of Final Completion. The release of the Maintenance Bond upon the expiration of one year shall not constitute or be deemed to be a release or waiver of any other claim or right which the Owner may have with respect to Work performed by the Contractor which is defective or does not conform to the Contract Documents. Power of Attorney: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

16. NOTICE OF SPECIAL CONDITIONS

16.1. Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

16.1.1. Inspection and testing of materials.

16.1.2. Insurance requirements.

17. LAWS AND REGULATIONS

17.1. The Bidder's attention is directed to the fact that all applicable Federal, State, and local laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

18. MATERIAL GUARANTY

18.1. Before any Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the Work together with samples, which samples may be subjected to the test provided for in these specifications to determine their quality and fitness for the Work. Failure of the Owner to implement this requirement prior to award of the Contract shall not relieve the Bidder of the need to furnish such at a later time.

19. METHOD OF AWARD

19.1. The Owner reserves the right to reject any and all Bids, to waive any and all informalities or technicalities, and to disregard all non-conforming, non-responsive or conditional Bids. The right is reserved to advertise for new proposals if in the judgment of the awarding authority the best interests of the Owner will be promoted thereby. After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the proposal by the unit and lump sum Bid prices. In the event of a discrepancy between a unit Bid price and extension thereof, the unit Bid price shall govern. In evaluating Bids, the Owner may

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consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. If the proposal form contains provisions for alternate Bids, the Owner reserves the right to combine all or none or any number of alternates in any order with the base Bid. Alternates may be either additive or deductive when combined with the base Bid as will be clearly indicated on the proposal form and as described elsewhere in the Contract Documents. The intent of the Owner is to construct the project within the estimated amount of funds available to finance the construction. The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations are submitted. The Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.

20. AWARD OF CONTRACT

20.1. If the Contract is to be awarded, it will be awarded to the lowest and best Bidder whose evaluation by Owner indicated to Owner that the award will be in the best interests of the project and will be made within 30 calendar days after the opening of proposals to the lowest or best Bidder whose proposal complies with all the requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the contract. The successful Bidder will be notified, by letter or "Notice of Award" form mailed to the address shown on his proposal, that his Bid has been accepted and that he has been awarded the Contract. No Contract will be awarded if the price of the Contract is in excess of the available funds allotted for the construction.

21. CANCELLATION OF AWARD

21.1. The Owner reserves the right to rescind the award of any Contract at any time before the execution of said Contract by all parties without any liability against the Owner.

22. RETURN OF PROPOSAL GUARANTY

22.1. Bid Bonds will not be returned because they automatically expire.

23. EXECUTION OF CONTRACT

23.1. The Contract shall be signed by the successful Bidder and returned, together with the Certificate of Compliance from the Industrial Commission, Contract Performance and Payment Bonds and other required Contract Documents, within 10 days after the Bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the Owner until the execution of the Contract. If the Contract is not executed by the Owner within 20 days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw his Bid without prejudice.

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24. FAILURE TO EXECUTE CONTRACT

24.1. Failure to execute the Contract and file acceptable bonds shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

25. INTENT OF CONTRACT

25.1. The intent of the Contract is to provide for the construction and completion in every detail of the Work described. The Contractor shall perform all items of Work covered and stipulated in the proposal and perform altered and extra Work, furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the Contract. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, special provisions or proposal, or any discrepancy appear, the decision of the Owner shall be final and conclusive.

26. ALTERATION OF PLANS OR CHARACTER OF WORK

26.1. The Owner reserves the right to make, at any time during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the size, grade and/or alignment of the road(s) or structure(s) or both, as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract. Unless such alterations and increases or decreases materially change the character of the Work to be performed or the unit costs thereof, the altered Work shall be paid for at the same unit prices as other parts of the Work. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of Work as done. If, however, the character of the Work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the Work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Owner may determine to be fair and equitable.

27. PAYMENT FOR WORK

27.1. The Bidder's attention is directed to the fact that measurement and payment for different aspects of the Work vary. Measurement and payment may vary substantially from methods used by the Ohio Dept. of Transportation or other commonly recognized agencies. Payment of some of the Work is included in other items. Also, where Work is identified in the Contract Documents and not called out to be paid for under a specific item, the costs for the Work shall be included in all of the pay items.

28. INCIDENTAL ITEMS

28.1. The Bidder's attention is called to the fact that prices paid for specific items may include the cost of other items incidental to the Work such as topsoiling and seeding, restoration of pavement around a structure adjusted to grade, finishes, testing and similar items necessary to provide a complete and functioning product.

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29. PRICES TO INCLUDE

29.1. The prices Bid must include the cost of furnishing all necessary materials, equipment, labor, testing, tools and incidentals for the complete performance of all Work items set forth in this proposal, described in the specifications and indicated on the plans.

30. MEASUREMENT OF INSTALLED QUANTITIES

30.1. It is the responsibility of the Contractor to keep and maintain accurate measurements, and the Contractor shall submit copies of records of quantities placed and materials used to receive payment for the Work. The exact location, measured from an established baseline, the exact elevation, measured from an established benchmark, and the exact dimension of every item installed shall be made and recorded by the Contractor and copies of the record of such measurements shall be furnished to the Owner as the Work progresses.

31. FURNISHING MATERIAL TO BE TESTED

31.1. Bidders offering proposals for the furnishing and placing of any material of standard or patented nature may be required, prior to the awarding of the Contract, to submit such material to test as herein set forth or as may be required by the Owner. All material to be furnished and tests made shall be at the expense of the Bidder. Failure of the Owner to implement this requirement prior to award of the Contract shall not relieve the Bidder of the need to furnish such at a later time.

32. ALTERNATIVE PRODUCTS

32.1. These specifications may describe a few products by proprietary names and require the use of those particular products "or equal". In such cases, all Bidders shall submit Bids based upon the use of the products specified and, if they so desire, may submit an alternative Bid or Bids predicated upon the use of products alleged to be "equal" to those mentioned in these specifications. Such alternative Bids shall consist of exact deductions from or additions to the basic Bid stated in the regular proposal and shall be in the form of a letter accompanying the Owner's regular proposal which shall not be changed in any way by the Bidder. Bids based upon the use of alternative products must be accompanied by complete specifications covering those products together with such available test data and experience records as may be helpful to the Owner in evaluating the quality or suitability of the alternative products. The Owner will compare all Bids, first upon the basis of use of the proprietary products and second, upon the use of alternative products. No consideration will be given to proposals for alternative products unless submitted with the original Bid.

33. OUT OF STATE CORPORATIONS

33.1. Particular attention is called to the requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

34. UNDERGROUND UTILITIES

34.1. The Contractor's attention is directed to Section 153.64 of the Revised Code of the State of Ohio regarding identification and location of underground utility facilities in relation to construction of public improvements and to his responsibilities thereunder. Contractor is responsible for contacting OUPS prior to beginning sitework.

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34.2. Prospective Bidders are advised that the Owner does not guarantee the location of any sub-surface structure, nor the true character of any sub-surface material shown on the contract drawings. The indication of these items or materials on the drawings are based upon the best data available but are not to be regarded as conclusive.

35. EXPERIENCE RECORD

35.1. The Bidder shall submit an Experience Record with their Bid.

36. SUBCONTRACTORS

36.1. The Bidder shall provide with their Bid a complete list of the Subcontractors they propose to utilize on the project, the percent of Work to be performed by each Subcontractor, the type of work each will perform, their record of experience, references, and the names of their owners or corporate officers.

36.2. The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner and funding agencies.

37. INSURANCE POLICIES

37.1. Prior to the execution of the Contract Documents, the Owner will require the Contractor to furnish certificates of his insurance coverage as subsequently required in the General Conditions. The required insurance shall contain provisions for a 30-day prior notice of cancellation and in the event that any insurance policy is to terminate, expire or be canceled, copies of the prior notice shall be mailed to the Owner.

38. NONCOLLUSION AFFIDAVIT

38.1. The successful Bidder will be required to execute and submit a Noncollusion Affidavit after the opening of the Bids and before the award of the Contract. All Subcontractors shall submit a Noncollusion Affidavit prior to the start of any Subcontractor work. Forms shall be provided by the Owner.

39. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

39.1. The successful Bidder will be required to execute and submit a Delinquent Personal Property Tax Affidavit after being notified of the award of the Contract and prior to the time the Contract is entered into.

40. CONTRACT DOCUMENTS FURNISHED

40.1. Four sets of Contract Documents will be furnished the successful Contractor at no cost. All additional sets requested will be furnished to the Contractor at cost.

Middlefield Township – New EMS Building

41. UTILITY SERVICES

41.1. Water for construction will be made available to the Contractor by the Owner; however, the Contractor will be required to pay the usual rates charged by the Owner. The Contractor shall also pay for all other utility services required.

42. NON-DISCRIMINATORY PRACTICES

42.1. It is the desire of the Owner that any firm doing business with the Owner cooperate to eliminate discrimination in employment as to color, race, gender, or creed. The Contract shall be considered breached and therefore voidable at the discretion of the Owner on a showing that the Contractor, Subcontractor, Vendor, or Franchise-Holder practices racial discrimination in the hiring, upgrading, promotion, or discipline of its employee(s).

Middlefield Township – New EMS Building

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Middlefield Township – New EMS Building

PREVAILING WAGE SUBMISSION INSTRUCTIONS AND SAMPLE FORMS

NUMBER OF PAGES INSERTED: NONE

Middlefield Township – New EMS Building

PREVAILING WAGE INSERT

NUMBER OF PAGES INSERTED: NONE

Middlefield Township – New EMS Building

BIDDING FORMS INDEX

BIDDING FORMS INDEX0

INSERT ADDENDA HERE1

EXPERIENCE RECORD2

SUBCONTRACTORS3

B I D5

BID GUARANTY BOND.....7

NOTE: all bidding forms must be completed and submitted with the bid. Submit total book with bid, do not remove forms from contract book. Contractor may affix his own forms to those included herein provided they conform in all respects to those included herein.

Middlefield Township – New EMS Building

INSERT ADDENDA HERE

Middlefield Township – New EMS Building

B I D

Proposal of _____ (hereinafter called "Bidder") a/an corporation/partnership/individual* organized and existing under the laws of the State of _____, or a/an corporation/partnership/individual* doing business as: _____.

To the Middlefield Township Trustees, Middlefield, Ohio.

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **Middlefield Township – New EMS Building** having examined the Contract Documents including the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice To Proceed" provided by the Trustees and to fully complete the project and its respective parts within the time as stipulated in the Contract Documents. The Bidder further agrees to pay as liquidated damages the amounts indicated for each consecutive calendar day after the completion date(s) as provided in the Contract Documents.

The Bidder acknowledges receipt of the following addenda:

The Bid prices are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

*Delete corporation, partnership, or individual as applicable.

Middlefield Township – New EMS Building

BID FOR LUMP SUM CONTRACT (Continued)

Bidder agrees to perform all the work described in the specifications and shown on the plans for the price listed below and broken down on the following pages:

GENERAL CONTRACT BID (FOR ALL WORK)

Total for the sum of: \$ _____

(written amount)

ADD ALTERNATE #G-1 –

Total for the sum of \$ _____

(written amount)

ADD ALTERNATE #G-2 –

Total for the sum of \$ _____

(written amount)

ADD ALTERNATE #G-3 –

Total for the sum of \$ _____

(written amount)

ADD ALTERNATE #M-1 –

Total for the sum of \$ _____

(written amount)

The Bidder understands that the Trustees reserve the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder shall not add any conditions or qualifying statements to this bid, otherwise the bid may be declared irregular and not responsive to the Advertisement for Bids.

The Bidder further agrees that their bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Middlefield Township – New EMS Building

Upon receipt of written notice of the acceptance of this bid, the Bidder will execute the formal Contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the Contract Documents. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Township in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Trustees or Township caused thereby.

Submitted By:

(signature)

(title)

(company)

(street address)

(Seal - if bid is by a corporation)

(city, state, zip code)

Middlefield Township – New EMS Building

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

_____ as principal

and _____ as sureties, are hereby held and firmly bound unto the OWNER as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on the

_____ day of _____, 2022 to undertake the project known as:

Middlefield Township – New EMS Building

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the sum exceed the amount of:

_____ dollars (\$ _____).

(If the foregoing blank is not filled in, the penal sum will be the amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for Middlefield Township Trustees; **Middlefield Township – New EMS Building**

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 and the other contract documents; and in the event the principal pays to the obligee the difference not to exceed ten percent 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 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.

Middlefield Township – New EMS Building

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or to the drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

_____ day of _____, 2022.

_____ Principal

By _____

Title _____

_____ Surety

By _____

Address _____

(SEAL)

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE ON THE TREASURY DEPARTMENT'S MOST CURRENT LIST (CIRCULAR 570 AS AMENDED) AND BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

Middlefield Township – New EMS Building

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Middlefield Township – New EMS Building

CONTRACT

(This Document is provided for Understanding during Bidding. There is no need to fill in the blanks during Bidding. Once the Project is awarded, the Architect will fill in the blanks and issue for signatures)

ARTICLES OF AGREEMENT

Between the OWNER, Party of the First Part, and

C*01, Contractor,

Party of the Second Part, for improving the **Middlefield Township – New EMS Building** located at B*08 by the principal items of work B*03 in accordance with the Contract Documents including project plans titled **Middlefield Township – New EMS Building** prepared by T Manfrass & Associates Architect and dated B*09 in the bid amount of \$ C*08, in pursuance of the following, to wit:

- 1.) Duly advertised for in the Newspaper commencing B*06.
- 2.) Bids publicly opened by the Township Trustees B*02.
- 3.) Determination by the Trustees that:

C*01

Is the lowest and best Bidder C*04.

- 5.) Contract awarded C*06.

THIS AGREEMENT, made and entered into this _____ day of _____, in the year 2022 by and between Middlefield Township, Party of the First Part, and

C*01

Contractor Party / Parties of the Second Part:

Middlefield Township – New EMS Building

WITNESSETH: That the said Party/Parties of the Second Part has/have agreed, and by these presents do/does agree, with the said Party of the First Part, for consideration named in said proposal, to furnish at his/their own proper cost and expense all the necessary materials and labor of every description and to carry out and complete in a good, firm and substantial manner the improving of the **Middlefield Township – New EMS Building** in accordance with plans and profiles on file in the office of the Trustees and in accordance with the specifications and Contract Documents hereinafter mentioned, subject to such changes as may be made from time to time by said Township.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice To Proceed" provided by the Middlefield Township Trustees, and to fully complete the project and its respective parts within the time as stipulated in the specifications. The Bidder further agrees to pay as liquidated damages the amounts indicated for each consecutive calendar day after the completion date(s) as provided in the Contract Documents.

It is agreed by and between the parties hereto that the "Contract Documents" and all of the provisions therein contained, together with such additions or amendments to said specifications as are attached to this Proposal, together with the plans, profiles and estimates for this work on file at the Township Hall, are made a part hereof as though all of the items herein before enumerated had been fully re-written herein.

IN WITNESS WHEREOF, the said Township has caused its name to be affixed by the Trustees, and the said Party of the Second Part set his hand and seal on the day and year aforesaid.

Middlefield Township Trustees

BY: _____ / _____ / _____

INDIVIDUAL, FIRM OR CORPORATION

BY: _____

Officer of Corporation
or Member of Firm

(WHEN CONTRACTOR IS A
CORPORATION, ADD:)

(SEAL)

ATTEST: _____

Secretary

Middlefield Township – New EMS Building

NONCOLLUSION AFFIDAVIT

Bid Identification: **Middlefield Township – New EMS Building**

CONTRACTOR _____

, being first duly sworn, deposes and says that he is _____

_____ (sole owner, a partner, president, secretary, etc.)

of C*01, the party making the foregoing BID;

that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to put in false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or any one interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before me this

_____ day of _____, 2022.

Seal of Notary

Middlefield Township – New EMS Building

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

Bid Identification: **Middlefield Township – New EMS Building**

CONTRACTOR _____

, being first duly sworn, deposes and says that he/she is _____
(sole owner, a partner, president, secretary, etc.)

of C*01 , the party making the foregoing BID;

hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the BID was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for

_____ County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for

_____ County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

Signed:

Subscribed and sworn to before me this _____ day of _____, 2022.

Seal of Notary

Notary

Middlefield Township – New EMS Building

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

C*01 as principal,

and _____ as sureties,

are hereby held and firmly bound unto Middlefield Township 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 _____, 2022, enter into a contract with said Owner to construct

Middlefield Township – New EMS Building

which said contract is made a part of this bond the same as though set forth herein;

Now, 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 materials furnished and labor performed in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen 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.

It is hereby further expressly understood and agreed that this bond is also given and made as a guaranty against defective material and workmanship in the said work covered by said contract for the one year period as defined in the Contract Documents.

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 drawings or specifications therefore shall in any way affect the obligations of said surety on its bond.

Middlefield Township – New EMS Building

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

_____ day of _____, 2022.

_____ Principal

By: _____

_____ Surety

By: _____

(SEAL)

NOTE: The date of bond must be prior to the date of contract. If the Contractor is a Partnership, all partners shall execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Middlefield Township – New EMS Building

INSERT CERTIFICATE OF INSURANCE HERE

(See General Conditions Article 14., Insurance for Requirements)

Middlefield Township – New EMS Building

AFFIDAVIT OF CONTRACTOR OR SUBCONTRACTOR

PREVAILING WAGES

I, _____, _____
(Name of person signing affidavit) (Title)

of the C*01, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

Middlefield Township – New EMS Building

during the following period from _____, 2022 to _____, 2022

is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2022.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the Owner will release the surety and/or make a final payment due under the terms of the Contract.

Middlefield Township – New EMS Building

NOTICE OF AWARD

Bid Identification: **Middlefield Township – New EMS Building**

Date: C*06

To: C*01
C*02
C*03

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated B*06 and B*07, and Bidding Information, Instructions, Requirements and Conditions. You are hereby notified that your BID has been accepted for items in the amount of \$C*08.

The following items shall be executed prior to the Notice of Award:

- Notarized Listing of Company Officials
- Noncollusion Affidavit
- Delinquent Personal Property Tax Affidavit

You are required to execute and submit the following items within 10 days of Notice of Award:

- The CONTRACT
- Ohio Workers' Compensation Certificate
- Performance and Payment BONDS
- Certificates of Insurance
- Listing of All Subcontractors
- W-9 Tax Information Form

You are required to execute and submit the following items within 5 days of Contract Execution:

- Schedule of Values
- Progress Schedule

If you fail to execute said CONTRACT and to furnish said BONDS within 10 days from the date of this NOTICE, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within five (5) calendar days of the date issued.

Owner: Middlefield Township Date: C*06

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Contractor: _____ Date: _____, 2022.

By _____ Title _____

Middlefield Township – New EMS Building

NOTICE TO PROCEED

Bid Identification: **Middlefield Township – New EMS Building**

Date: _____, 2022

To: C*01
C*02
C*03

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2022, on or before C*17, and you are to complete the WORK within C*16 consecutive calendar days thereafter. The date of completion of all WORK is therefore C*15.

Owner: Middlefield Township

By _____
Title:

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Contractor: _____ Date: _____, 2022

By _____ Title _____

Middlefield Township – New EMS Building

CHANGE ORDER

Change Order No. _____

Page No. _____ of _____

Date: _____, 2022.

Agreement Date: _____, 2022.

NAME OF PROJECT: **Middlefield Township – New EMS Building**

CONTRACTOR: C*01

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 0.00

Current CONTRACT PRICE adjusted
by previous CHANGE ORDER. \$ 0.00

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by
\$ 0.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 0.00

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____, 2022.

Middlefield Township – New EMS Building

By execution of this Change Order, the Contractor acknowledges that this Change Order adequately compensates the Contractor for any and all claims including, but not limited to, those relating to extra work, differing site conditions and/or delays, whether known or unknown, which the Contractor has or may have on the date hereof.

Middlefield Township – New EMS Building

Change Order No. _____

Page No. _____ of _____

It is mutually agreed that this change will in no way alter any other provisions of the Contract and will not serve as a basis for any additional claims for compensation except for the amount set forth in this Change Order.

Requested by: _____, _____
Title

Recommended by: _____, _____
Title

Reviewed by: _____, _____
Title

Approved by: _____, _____
(Owner / Contractor) Title

Middlefield Township – New EMS Building

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GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1., THE CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 General

1.1.1.1 When used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated hereafter which shall be applicable to both the singular and plural thereof.

1.1.1.2 When terms which have well-known technical or trade meanings are used, and are not otherwise defined in the CONTRACT DOCUMENTS, they are used in accordance with such recognized meanings.

1.1.2 Addenda

1.1.2.1 Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents by additions, deletions, clarifications or corrections.

1.1.3 Approved

1.1.3.1 The term "approved," where used in conjunction with the Owner's or Project Architect's action on the Contractor's submittals, applications, and requests, is limited to the Owner's or Project Architect's duties and responsibilities as stated in General and Supplementary Conditions.

1.1.4 Approved, Satisfactory, Equal to, Proper and Similar Terms

1.1.4.1 These terms shall mean the decision is vested in the Owner except where otherwise designated herein; such decision shall be binding upon the Contractor and Subcontractors.

1.1.5 Bid

1.1.5.1 The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.1.6 Bidder

1.1.6.1 Any person, firm or corporation submitting a Bid for the Work.

1.1.7 Bonds

1.1.7.1 Bid Guaranty and Contract Bonds and other instruments of security, furnished by the Contractor's Surety in accordance with the Contract Documents.

1.1.8 Calendar Day

1.1.8.1 Any calendar day including Saturdays, Sundays, and legal and Owner holidays.

Middlefield Township – New EMS Building

1.1.9 Change Order

1.1.9.1 A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustments in the Contract Price or Contract Time.

1.1.10 Complete, Completion or Final Completion

1.1.10.1 These terms shall mean when all of the Work of the Contract completely fulfills all of the terms of the Contract Documents without exception.

1.1.11 Contract

1.1.11.1 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subsection 1.1.12.1, except that changes to the Contract involving a modification to Contract Sum or Contract Time may be made only by Change Order.

1.1.12 Contract Documents

1.1.12.1 The Contract Documents consist of the Bidding Requirements including Advertisement for Bids; Bidding Information Instructions Requirements and Conditions; Supplemental Information for Bidders; Bidding Forms including Bid Guaranty and Contract Bond and Bid; Contract Forms including Noncollusion Affidavit, Agreement, Legal and Fiscal Officers Certificate , Contract Bond, Notice Of Award, Notice To Proceed, Change Order, Conditions of the Contract including General Conditions, Supplemental General Conditions, and other conditions of the Agreement Between the Owner and Contractor or Bidder, the Instructions to Bidders, the Conditions of the Contract (General, Special, Supplemental, and other Conditions), the Working Drawings, the Work Descriptions, the Specifications both Written and Referenced, all Supplements/Addenda issued prior to execution of the Contract, and all Modifications thereafter. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued through the Project Architect or, if none, the Owner's Representative pursuant to Subsection 2.2.4, or (4) a written order for a minor change in the Work issued through the Owner's Representative or Project Architect pursuant to Subsection 11.3.

1.1.12.2 The plans, drawings, specifications, supplemental specifications, standard drawings, typical sections, referenced standards and specifications, general conditions, addenda and supplements shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes, exhibits and addenda contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect or limit the interpretation of the provisions to which they refer.

1.1.12.3 Geotechnical Reports, Wetland Surveys and similar studies or reports provided to the Contractor are not part of the Contract Documents whether bound therein or provided separately. Such reports are prepared exclusively for the purpose of Project Design and should not be utilized for bidding or construction. They are provided to the Contractor simply as information available and the Owner makes no representation, either express or implied, that actual conditions on the site will be consistent with those identified in the reports. Where soil moisture or

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groundwater conditions are indicated, it is understood that such conditions change from time to time and from season to season and that and differences which may be found during construction shall not be cause for a change in the contract price.

1.1.13 Contract Price

1.1.13.1 The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14 Contract Time

1.1.14.1 The number of calendar days stated in the Contract documents for the completion of the Work, except where an actual date is specified in which case the Contract Time shall be all days prior to that date.

1.1.15 Contractor

1.1.15.1 The person, firm or corporation with whom the Owner has executed the Agreement and as further defined in Article 4.1.

1.1.15.2 Whenever the term "Contractor" is used, it shall be understood as referring, both individually and collectively, to each person or organization that enters into an Agreement with the Owner to provide a portion or portions of the Work necessary to complete the Project. Contractors shall be experienced in work of the nature and scope of that which is to be performed on the project.

1.1.15.2.1 Experienced

1.1.15.2.1.1 The term "experienced" when used with the term "contractor" means having satisfactorily completed a minimum of five (5) previous projects similar in size and scope to this project, being familiar with the precautions, procedure and coordination necessary to complete such work and having demonstrated the ability to successfully comply with the requirements of the authority having jurisdiction over such projects.

1.1.16 Contractor Shall

1.1.16.1 The words "Contractor shall" are implied and shall be so understood wherever a direction is stated in the imperative and wherever the words "Provide," "Furnish," "Construct," "Build," or "Install" are used. Minor items and accessories or devices reasonably inferable as necessary to the complete and proper installation and cooperation of any system, shall be provided by the Contractor for such system whether or not they are specifically called for by the specifications or drawings.

1.1.17 Directed

1.1.17.1 Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Owner's Representative or Project Architect," "requested by the Owner's Representative or Project Architect," and similar phrases.

1.1.18 Architect

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1.1.18.1 The Design Architect, his designee, or authorized representative.

1.1.19 Field Order

1.1.19.1 A written order affecting a change in the Work not involving an adjustment in the Contract Unit Prices or an extension of the Contract Time, issued by the Architect to the Contractor during the construction.

1.1.20 Furnish

1.1.20.1 "Furnish" means "furnish only." Materials or items to be furnished by the Owner shall be consigned to the Contractor and delivered to the site.

1.1.21 Indicated

1.1.21.1 The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

1.1.22 Install

1.1.22.1 "Install" means "install only" materials and/or items furnished by others. Such materials or items shall be received at the site, unloaded, stored, protected, and installed in place by the Contractor, and shall include final connections, unless such work is specifically excluded. Minor items and accessories or devices reasonably inferable as necessary to the complete and proper installation and operation of any system, shall be provided by the Contractor for such system whether or not they are specifically called for by the Contract Documents.

1.1.23 Installer

1.1.23.1 An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1.1.23.1.1 Experienced

1.1.23.1.1.1 The term "experienced" when used with the term "Installer" means having satisfactorily completed a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the precautions and procedures required, and having demonstrated the ability to successfully comply with the requirements of the authority having jurisdiction.

1.1.23.1.2 Trades

1.1.23.1.2.1 Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

1.1.23.1.3 Assignment of Specialists

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1.1.23.1.3.1 Certain sections of the Specifications require that specific construction and/or services shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

1.1.23.1.3.2 This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

1.1.24 Notice of Award

1.1.24.1 The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

1.1.25 Notice to Proceed

1.1.25.1 This term shall mean written notice to the Contractor to commence his work on the Contract, issued either before or after execution of the Contract. In issuing the Notice, stipulations may be included in the Notice, or in the Contract Documents, as to time and other requirements that may condition commencement of the Work at the site. In the absence of a specific Notice to Proceed, the execution of the Agreement shall be deemed as such Notice, conditional upon the submission of a proper Performance Bond and Payment Bond (if applicable) and proper evidence of insurance.

1.1.26 Or Equal

1.1.26.1 Wherever materials, products, articles, equipment, systems or similar items are identified by reference to proprietary terms or similar reference, it is intended to establish the minimum standard or measure of quality that has been determined as requisite or intended for the Work. During bidding, competition is encouraged from contractors, subcontractors, suppliers, manufacturers and producers whose products, systems, reputations, performance and service warrant acceptance for the conditions, intent of design, requirements and other considerations of the Work under the conditions specified in the Instruction to Bidders. Where not specifically stated, the phrases "or equal," "or acceptable as equal when determined by the Owner through the Project Architect" shall be implied throughout. The Project Architect will consult with the Owner in the determination of products to be used and their acceptable equals. On projects without a Project Architect such determination shall be made by the Owner.

1.1.26.1.1 Any contractor proposing the use of an alternate, substitute or equal product shall be responsible for all costs associated with the Owner's and Project Architect's analysis and testing of such proposed item regardless of its ultimate acceptance or rejection.

1.1.26.2 The determination of products for use may be based on the construction, design, function, type, size, capacity, performance, strength, durability, efficiency, sound level, finish, aesthetic quality, service, matching existing work, the Owner's standards for repair, replacement and maintenance or other characteristics and criteria. Acceptance or rejection of proposed alternate or similar products, equipment or system is exclusively in the discretion of the Owner and may be based on any of the factors and criteria. The final decision on acceptance or rejection or

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proposed alternate or similar products, equipment or system shall be vested in the Owner through the Project Architect his option.

1.1.26.3 The product, equipment, system, or manufacturer used as the basis for the design or specification shall generally set the criteria. It shall be expressly understood that any product, equipment, system or manufacturer listed in the Contract Documents as acceptable shall meet and be in full compliance with the requirements and criteria, including those established by the product, equipment, system or manufacturer used as the basis for the specification. The Owner shall have the right to reject any proposed deviations from specified criteria or characteristics, or deviations from the criteria and characteristics of the product, system or manufacturer used as the basis of the Contract Documents.

1.1.26.4 Except as hereinafter provided, following contract award, only specified items will be allowed for use on the Project. Alternates or substitutions after award of the contract will only be allowed under the following circumstances:

1.1.26.4.1 Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or coordinate various activities.

1.1.26.4.2 Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith.

1.1.26.4.3 Where the required product, material or method has not received required approval by a governing authority, and requested substitution can be so approved.

1.1.26.4.4 Where substantial advantage is offered to the Owner, in terms of cost, time or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear (including additional compensation to the Project Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations).

1.1.26.5 Any modifications necessary to Contractor's work, the work of other Contractors or Owner's existing facilities or operations as a result of the use of an allowed substitute shall be paid by the Contractor proposing the substitution.

1.1.26.6 If the substitution is not allowed, the Contractor shall use the specified material, article, or piece of equipment.

1.1.27 Owner

1.1.27.1 A public or quasi-public body or authority, corporation, association, partnership or individual for whom the Work is to be performed.

1.1.27.2 Unless otherwise indicated, the Owner is the Community EMS District of Garrettsville, Ohio.

1.1.28 Plans

1.1.28.1 The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Architect.

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1.1.29 Product

1.1.29.1 "Product" as used herein includes materials, systems, and equipment, all of which are to be new unless otherwise specified.

1.1.30 Project

1.1.30.1 The Project is the total construction designed by the Architect, or designed by others in consultation or collaboration therewith and included in the Contract Documents of which the Work performed under the Contract Documents is a part.

1.1.31 Project Architect

1.1.31.1 The Project Architect is the person or firm identified as such in the Design Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The word Project Architect means the Project Architect, the Project Engineer or other independent design professional or his authorized representative.

1.1.32 Provide or Perform

1.1.32.1 The term "provide" or "perform" shall mean to furnish and install complete, including as applicable all connections to utilities, service or contiguous work, complete anchorage and suspension, fastening or anchor device, controls, hardware, trim, supports, finishes, operation and other related items or labor, unless specifically specified otherwise.

1.1.33 Regulation

1.1.33.1 The term "Regulations" includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

1.1.34 Resident Project Representative

1.1.34.1 The authorized representative of the Owner who is assigned to the Project site or any part thereof; also referred to as the Project Architect.

1.1.35 Site

1.1.35.1 "Site" means the area within the Owner's property lines, street rights of way, easements or portions of such area which are enclosed within a Contract Limit Line, including any structures or encumbrances within such areas.

1.1.36 Specialist

1.1.36.1 An individual or firm of established experience and reputation (or, if newly organized, whose personnel have previously established a reputation of experience in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in, as applicable, construction, inspection, testing, manufacturing or fabrication of items or services required by the contract. Where the contract specification requires installation and/or performance by a specialist, that term shall also be deemed to mean either the construction or manufacturer of the item, or an individual or firm performing the work or service thereof.

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1.1.37 Specifications

1.1.37.1 A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship and including General Work Requirements.

1.1.38 Subcontractor

1.1.38.1 An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.1.38.2 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work at the site, or to furnish materials, services, equipment or systems specifically fabricated for the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

1.1.39 Submittals

1.1.39.1 All shop drawings, catalog cuts, data sheets, charts, diagrams, brochures, literature, specifications, notarized certifications, laboratory analysis, job mix formulae, testing data, samples and specimens, reports, schedules, agreements, video tapes, field notes, work sheets, and other data that are prepared by the Contractor, Subcontractor, manufacturer, Supplier or distributor, or testing laboratory, which illustrate how specific portions of work shall be fabricated or installed.

1.1.40 Substantial Completion

1.1.40.1 This term shall mean the Work of the Contract (or separable units or phases as provided in the Contract Documents or otherwise determined by the Owner through the Project Architect, if any) is essentially and satisfactorily complete in accordance with the Contract Documents, as modified by approved Change Orders or other written orders, and is ready for full occupancy or use by the Owner in the manner intended without inconvenience or discomfort. The determination by the Owner on the status of Substantial Completion shall generally but not specifically mean or include: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition; spaces and surfaces (except minor areas or spaces) have been painted or otherwise finished throughout; masonry and concrete cleaned with any sealer or other finish applied; all holes filled and surfaces restored and paving complete; all striping, signage and signal work complete and functional; casework installed, complete with tops, sinks, fittings and other related items installed and services connected; utilities and systems connected and functioning; sitework complete including seeding, sodding, and planting of trees and landscape materials; permanent heating, ventilating, air conditioning and other system properly operating with proper controls; lighting and electrical systems installed, operable and controlled; and other work to a similar state of essential and satisfactory completion. A minor amount of work, as determined by and at the discretion of the Owner, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, and/or minor adjustment of controls that will not delay determination of Substantial Completion. For the purposes of Substantial Completion, specified areas of the entire Work or Project (or as otherwise determined by the Owner) may be individually judged as substantially complete, in the exclusive discretion of the Owner.

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1.1.41 Sub-subcontractor

1.1.41.1 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site or to furnish materials, equipment or systems specifically fabricated for the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

1.1.42 Supplemental General Conditions

1.1.42.1 Modifications or additions to the General Conditions.

1.1.43 Supplemental Specifications

1.1.43.1 Additions to the Specifications.

1.1.44 Supplier

1.1.44.1 Any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.1.45 Testing Laboratories

1.1.45.1 A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.1.46 Words

1.1.46.1 Words in the singular shall include the plural whenever applicable.

1.1.47 Work

1.1.47.1 The term Work includes all labor, materials, services, and equipment necessary to produce and fully complete the construction required by the Contract Documents. All materials and equipment incorporated into the Work shall be new unless otherwise specified.

1.1.48 Work Day

1.1.48.1 Any calendar day between the hours of 7:00 a.m. and 6:00 p.m. excluding Saturdays, Sundays, and legal and Owner holidays. Owner holidays are defined as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November

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Friday following Thanksgiving
Christmas

December 25

1.1.49 Written Notice

1.1.49.1 Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party or his authorized representative on the Work or when delivered in person to said party or representative.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents and Bidding Requirements. Failure of the Contractor to fully acquaint himself with the amount and nature of work necessary to complete the Project in conformity with all of the requirements, which amount and nature of work could be reasonably determined by the Contractor, will not be considered subsequently as a basis for extra compensation.

1.2.1.1 The Contractor's prebid investigation may, at its option, include the digging of test pits and soil borings and limited demolition of existing facilities to observe otherwise concealed conditions. Prior to performance of any such activities, Contractor shall provide the Owner with written notification of its intent to perform such work, which notification shall identify the precise location intended and the means and methods to be employed. Contractor shall not proceed with such work without written approval from the Owner, which shall not be unreasonably withheld.

1.2.1.2 The Contractor also represents he has examined all available Contract Documents for the Project, including those intended for work or trades not normally performed by the Contractor's own forces, and has become thoroughly familiar with all conditions which may pertain to or affect the Work, and its costs, under this Contract.

1.2.2 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, services, equipment and all other things necessary for the proper execution and satisfactory completion of the Work, including proper operation and condition. Work that is shown, indicated, noted or referred to in any of the Contract Documents, or is reasonably inferable therefrom as being necessary to produce the intended results, and which is not covered under any heading, section, branch, class or trade of the specifications, shall be provided in accordance with the Owner's and/or Project Architect's instructions without additional cost to the Owner. Should there be an inconsistency in the quality or quantity of Work required under the Contract Documents, it shall be interpreted that the greater quality or quantity of Work is required under the Contract, without increase in Contract Time or Contract Sum.

1.2.3 The organization of the Specifications into Division, Sections and Articles, and the 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, unless it is specified that a subcontract include specific phases or elements to complete a certain part of the Work for reasons of coordination or responsibility. Where the Specification has been divided into

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Sections, it is for convenience in use. The Project Architect and the Owner assume no responsibility for the placement of materials, equipment or other phases of the Work into the proper Division or Section of the Specifications nor for the arrangement of Work shown on the Drawings. Neither the Project Architect nor the Owner shall be obligated to enter into any jurisdictional or other labor dispute as a result of the organization, arrangement or location of parts of the Work in the Specifications or Drawings, nor serve as an arbitrator to establish subcontractor limits between the Contractor and any Subcontractor.

1.2.4 The Contractor is responsible to request interpretations and clarifications for those matters which appear to be inconsistencies, ambiguities or omissions in the Contract Documents prior to Bidding. Such requests shall be made at least five (5) business days prior to the date of bid opening and where determined by the Architect to be material, shall be answered by addendum prior to bid opening. Where insufficient time exists to comply with the five (5) day requirement, Contractor shall include in its bid the more expensive material or scope of work. Owner shall have no liability for increased costs resulting from ambiguities or inconsistencies obvious at the time of bidding or for which Contractor did not request an interpretation.

1.2.5 Written interpretations necessary for the proper execution of the work in the form of Supplemental Instructions, will be issued with reasonable promptness, within no later than five (5) business days from request, by the Owner or Project Architect, if any. Supplemental Instructions may either be interpretations or additional information, but shall not change the Contract Sum or Contract Time without an executed Change Order to the Contract.

1.2.5.1 Requests for interpretation shall be directed to the Project Architect. Interpretations which are not in writing shall not be valid and Contractor assumes all risk of proceeding upon any oral interpretation.

1.2.6 Where a reference in the Contract Documents to an American Society for Testing and Materials standard, American National Standards Institute standard, or Federal Specification or other recognized standard does not include the date of the standard, the edition current as of the date of the Contract Documents shall apply. No consideration will be given to any claim of ignorance to a cited standard, since each Contractor represents to the Owner herein that it's tradesmen are experienced and familiar with the generally accepted, published standards of quality and workmanship for their own trade. Requirements of such reference standards form a part of the specification to the extent indicated by the references thereto. When provisions of reference standards conflict with provisions in the specifications, the specifications shall govern if more restrictive.

1.2.7 The general character and scope of the Work is called for by the Contract Documents. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all same parts of the Work. Drawings intended primarily as information for one trade may not necessarily show the work of other trades, but this shall not be construed as indicating no other related materials or adjacent work. It is the Contractor's responsibility to review all drawings in order to accurately determine the scope of its contract work.

1.2.8 Figured dimensions shall be followed. In the event of discrepancies between dimensions, or between drawings, the intent shall be interpreted by the Project Architect or, if none, the Owner's Representative, which shall be binding on the Contractor. Where a dimension may be missing, the Work shall be accomplished in accordance with the directions and dimensions provided by the Project Architect or, if none, the Owner's Representative. Dimensions on drawings, as well as detail drawings themselves are subject in every case to measurements of existing,

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adjacent, incorporated and completed work which shall be taken by the Contractor before undertaking any work depending upon such data. Dimensions pertaining to the Work or its installation shall be verified at site by the Contractor prior to commencing the Work.

1.2.9 Where the Specifications are of the abbreviated or "streamlined" type, they shall be construed as complete sentences, as shall notes on the drawings. Omissions of words as "the", "the Contractor shall" or "shall be" are to be supplied by inference. Imperative or directive instructions, are to be supplied by inference. The words "symmetrical" and "similar" are used in the general sense and need not mean "identical." Where a number is specified (as for gauges, weights, temperatures, and amount of time, and similar references), and the specified number cannot be obtained, the number shall be interpreted as best available.

1.2.10 The Contractor shall examine all Contract Documents and use all specifications and drawings for the Project, including those that may primarily pertain to other work the Contractor normally does not perform with his own forces. The Contractor shall use all of the Project drawings and specifications for a complete understanding of the Project and his Work; to determine the type of construction and systems required; for coordination; to determine what other work may be involved throughout; to anticipate and notify others when their coordinated efforts will be required; and all other relevant matters related to the Project and the Contractor's Work. The Contractor shall also be bound by all the requirements to complete his Work, that are applicable to, pertain to, or affect his Work, as may be shown or reasonably inferable from the drawings and specifications.

1.2.11 Whenever a provision of the Drawings or Specifications conflicts with agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the work of a particular trade, the Contractor shall make all necessary arrangements to reconcile such conflict without delay, damage, or cost to the Owner and without recourse to the Project Architect or the Owner. If progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the Contract because of a conflict involving such agreement or regulations, the Project Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

1.2.12 The Contractor shall keep on the work site a copy of the drawings, addenda, modifications and all related sketches, and specifications and shall at all times give the Owner's Representative and the Project Architect access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of conflict between drawings and specifications, the greater quantity or quality shall govern.

1.2.12.1 In case of discrepancy, either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Project Architect or, if none, the Owner's Representative who shall promptly, within no later than five (5) business days from request, make a determination in writing. Any adjustment by the Contractor without such determination shall be at his own risk and expense.

1.2.12.2 The Contractor will be furnished additional instruction and detail drawings as necessary to carry out the work included in the contract. It shall be the Contractor's obligation to check the contract documents and to request of the Project Architect, or if none, the Owner's Representative any clarification necessary in time so as not to delay the progress of the work.

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1.2.13 Upon request, the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in his contract and which governs quality, workmanship, and safety.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge five (5) copies of the Drawings, Specifications and Supplements/Addenda for the execution of the Work.

1.3.2 The copies of all Drawings and Specifications furnished to the Contractor are and shall remain the property of the Owner. They are not to be used on any other project, and with the exception of two contract sets, are to be returned to the Owner on request at the completion of the Work.

ARTICLE 2., THE PROJECT ARCHITECT

2.1 CONTRACTUAL RELATIONSHIPS

2.1.1 The Project Architect is the representative of the Owner. Nothing contained in the Contract Documents shall create any contractual relationship between the Project Architect and the Contractor.

2.2 PROJECT ARCHITECT DUTIES AND AUTHORITY

2.2.1 The Project Architect shall at all times have access to the Work wherever it is in preparation and progress.

2.2.2 When directed by the Project Architect, the Contractor shall provide facilities for such access so the Project Architect may perform his functions under the Contract Documents.

2.2.3 The Project Architect may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; however, the Project Architect may not be required to make exhaustive or continuous on-site inspection to check the quality of the Work. On the basis of his on-site observations as an Architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 All interpretations and decisions of the Project Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. All requests for interpretations shall be directed through the Project Architect. The Project Architect shall not be liable to the Contractor for the results of any interpretation or decision rendered in good faith in such capacity.

2.2.5 The Project Architect's decision in matters relating to artistic effect and quality of workmanship will be final.

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2.2.6 The Project Architect will have authority to reject Work which does not conform to the Contract Documents. Rejected Work shall be immediately removed from production or the site. Whenever, in the reasonable opinion of the Project Architect, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. However, neither the Project Architect's authority to act, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.7 The Project Architect will review, approve and note the appropriate action on the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The Project Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.8 The Project Architect will attend job meetings to be attended by the various Contractors to discuss such matters as procedures, progress, problems, and scheduling.

2.2.9 The Project Architect may evaluate the adequacy of the Contractor's personnel and equipment and the availability of necessary materials and supplies and may require the Contractor to take whatever action necessary to maintain the job schedule.

2.2.10 The Project Architect will conduct reviews to determine the dates of Substantial and Final Completion and will receive and review written warranties and related documents required by the Contract Documents and assembled by the Contractor.

2.2.11 The Owner will communicate with the Contractor through the Project Architect; and the Contractor shall communicate with the Owner through the Project Architect.

2.2.12 If employment of the Project Architect is terminated, the Owner shall appoint another whose status under the Contract Documents shall be that of the former.

2.2.13 The Project Architect will not be responsible for or have control or charge of construction means, methods, techniques, sequences, progress or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.14 The Project Architect will receive and review all requests or recommendations for changes.

2.2.15 The Project Architect will implement the procedures for the processing of changes including applications for extensions of time.

2.2.16 Requests for required interpretations, clarifications and similar matters arising out of the Contract Documents, or the construction, shall be made to the Project Architect. Interpretations and decisions shall be consistent with the intent of the Contract Documents.

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2.2.17 It shall be the duty of the Contractors to comply with all procedures established and/or implemented by the Project Architect.

2.2.18 The Project Architect may call for meetings of the Contractor, Subcontractors, and material suppliers as it deems necessary for the proper coordination of the Work. Such meetings shall be held at the site on regular working days during regular working hours, unless otherwise directed by the Project Architect. Attendance shall be mandatory for all parties notified to attend and the Contractor, Subcontractors and material suppliers are required to have a responsible member of their organization in attendance.

2.2.19 In no event shall any act or omission on the part of the Project Architect relieve the Contractor from his obligation to perform his Work in full compliance with the Contract.

ARTICLE 3., THE OWNER

3.1 DELEGATION OF AUTHORITY

3.1.1 The Owner is the Community EMS District of Garrettsville, Ohio (hereinafter "Owner"). The Chief, or the Board President individually in their official capacity may take any action on behalf of the Owner to execute, alter, approve, amend, or change the Contract.

3.1.2 The Owner may act through its designated representative.

3.1.3 The Contractor understands and agrees that the authority of the Owner's Representative to approve modifications to Contract Sum or Contract Time is limited. The Owner's Representative has authority to approve modifications to Contract Sum or Contract Time pursuant to Article 11 and/or Article 8 without Owner authorization which do not exceed an aggregate value of one-half of one percent (.5%) of the Contract Sum and/or Contract Time. The Contractor Agrees that it will make no claim against the Owner for modifications to the Contract Sum and/or Contract Time pursuant to Article 11 and/or Article 8 for labor, equipment, materials or Work which was alleged to have been approved by the Owner's Representative which exceed the said aggregate limit unless the Owner has approved the modification to the Contract Sum and/or Contract Time by change order, executed by the appropriate official of the Owner and issued before the Work has been performed by the Contractor.

3.1.4 The Owner shall at all times have complete access to the Work.

3.2 INFORMATION AND SERVICES PROVIDED BY THE OWNER

3.2.1 Except as may otherwise be required by the Contract Documents, the Owner shall furnish five (5) copies of the plans and specifications for the project.

3.2.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities as shown on the plans.

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3.2.2.1 Unless otherwise indicated, all Work shall be confined within public easements and street rights-of-way.

3.2.2.2 The Owner shall provide to the Contractor, upon request, information which delineates and describes the lands owned and rights-of-way acquired.

3.2.2.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

3.2.3 The Owner shall retain the appropriate testing agencies for required tests that are not otherwise specified as the responsibility of the Contractor.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness, within no later than five (5) business days from request to minimize delay in the orderly progress of the Work.

3.2.5 During progress of the Work, the Owner will issue instructions to the Contractor through the Project Architect or, if none, Owner's Representative.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to provide safe access for inspection of the Work, fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, does not allow others sufficient time to perform their work or otherwise is in violation of the Contract, the Owner, through the Project Architect, if any, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Such Work stoppage shall not be cause for a change in Contract Time.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, fails to perform any provision of the Contract, or fails to commence and continue correction of such default or neglect with diligence and promptness, the Owner, through the Project Architect, if any, may, after forty-eight (48) hours written notice to the Contractor, without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Project Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4., THE CONTRACTOR

4.1 DEFINITION

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4.1.1 The Contractor is defined in Article 1.1.15 and is the person or organization identified as such in the Agreement for Construction Between Owner and Contractor and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor and his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Architect any error or alleged error, inconsistency or omission he may discover. The Contractor shall obtain all necessary drawings, specifications or instructions when required to satisfactorily and fully complete all of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, programs, safety and procedures and for coordinating all portions of the Work under the Contract including the field location and relocation of all utilities.

4.3.2 The Contractor shall be responsible to the Owner and the Project Architect for the acts and omissions of his employees and all his Subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, facilities, systems, tools, temporary facilities, construction equipment and machinery, transportation and services and related items to properly execute and satisfactorily complete the Work, including all equipment and safety apparatus necessary for the inspection and testing of the work required by Project Architect, Owner, affected authorities and/or Contract.

4.4.2 The Contractor shall employ and assign labor that is skilled and competent in the assigned tasks and shall at all times enforce strict discipline and good order among his employees.

4.4.3 The Contractor shall provide and perform all Work to comply with the requirements of the Contract Documents.

4.4.4 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer. Unless specifically stated otherwise, all materials and equipment incorporated in the Work shall be new, unused, and undamaged.

4.4.5 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Architect.

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4.4.6 Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

4.5 WARRANTY

4.5.1 The Contractor expressly warrants to the Owner that all materials and equipment furnished under the Contract as a permanent part of the Project, including any repairs or replacements to existing facilities, will be new and free from fault or defect unless otherwise specified, and that all Work will be of the best quality workmanship as acceptable to the Owner or Project Architect free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards including substitutions not properly approved and authorized may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6 TAXES

4.6.1 The Contractor shall pay all income, sales, excise, consumer, use and other similar taxes required by law. The Owner shall, upon request, provide all necessary information to the Contractor to establish all appropriate exemptions from federal, state, municipal sales, excise, consumer, use and other similar taxes.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall contact the appropriate authorities and obtain and pay for any Permits, Licenses, or other Agreements required by the various railroads, utility companies, and other governmental bodies affected by the Work. In the event that the Owner has previously secured a Permit(s) for an item of the Work, the Contractor shall obtain a copy, reimburse the Owner for all costs of said Permit(s), and comply with all its requirements on the Owner's behalf the same as if the Permit had been obtained by the Contractor.

4.7.2 The Contractor shall obtain all Licenses required or bearing on the conduct of the Work, where property other than Owner property is involved, including connections to water, sewer or other utilities; and all Permits for building, electrical, heating, plumbing, and others as may be applicable.

4.7.3 The Contractor shall pay for all fees and costs due to the Permit requirements and regulations, of whatever nature, including necessary watchmen, supervision and inspections, Insurance and Bonding.

4.7.4 The Contractor shall be fully knowledgeable of all Permit requirements and shall have copies of the Permit on site whenever Permit Work is in progress. A copy of all Permits shall be provided to the Architect and to the Owner before Work begins. The Contractor shall abide by all Permit requirements.

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4.7.5 Where the permitting authority requires that applications be made by the Owner, the Contractor shall prepare and transmit the completed permit application, ready for signatures by the Owner, to the reviewing agency, and then shall transmit the executed applications to the permitting authority. Should further Work be required to obtain fully executed agreements, the Contractor shall coordinate and perform said Work. Upon issuance of such Permit, the Contractor shall comply with its requirements on the Owner's behalf the same as if the Permit had been issued to the Contractor.

4.7.6 The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any private or public authority having jurisdiction which bears on the performance of the Work.

4.8 CASH ALLOWANCES

4.8.1 By executing the Agreement, the Contractor represents that the Contract Sum includes all cash allowances stated in the Contract Documents.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent, experienced Superintendent who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall be satisfactory to the Owner. The Superintendent shall be the executive representative of the Contractor, shall have authority to bind the contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. When requested by the Contractor, important communications will be confirmed in writing.

4.9.2 Unless specifically approved by the Owner through the Project Architect, the Contractor's Superintendent shall be present during all working hours from start to completion of the Work, including those times when only Subcontractors are performing work at the site or minor activity is in progress. During the final stages of completion of the Work, the Superintendent shall continue to be present at the site during working hours to expedite, coordinate and direct the Work to final completion.

4.9.3 In the event Owner reasonably determines that the Contractor's superintendent is unacceptable or failing to adequately manage the work, Owner shall have the right to require Contractor to replace its superintendent.

4.10 PROSECUTION AND PROGRESS

4.10.1 The Contractor's Superintendent (and the Contractor's Safety Architect if other than the Superintendent) shall attend the preconstruction meeting(s) called for by the Project Architect. The meeting(s) shall be held at the Owner's office unless otherwise directed. The Contractor shall bring to the meeting(s) information requested by the Project Architect including emergency phone numbers, contact persons, project schedule(s), required permits, maintenance of traffic and/or detour plans, and other appropriate and required information. The Project Architect may also require the attendance of subcontractors, testing consultants, and others deemed appropriate.

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4.10.2 The Contractor shall submit a progress schedule in a format acceptable to the Project Architect within five (5) days after the execution of the Contract showing how he proposes to prosecute the Work. The schedule shall indicate the time planned for the performance of each individual element of the Work. Where there is more than one work area for an element of work, the schedule shall show the order of the Work, by work area, such that one can discern the order and progression proposed for the progress of the Work. Where more than one crew will be working at the same time, the schedule shall show the number of work crews and the crew size that the Contractor anticipates using to complete the Work.

4.10.3 If the Contractor's operations are materially affected by changes in the plan or in the amount of the Work, or if the Contractor discovers that circumstances are different than he planned in the schedule, or if he has failed to comply with the previously submitted schedule, or if the Contractor at any time updates the schedule, the Contractor shall submit a revised progress schedule, which schedule shall show how he proposes to prosecute the balance of the Work. The Contractor shall submit the revised progress schedule within 10 days after any of the aforementioned occurrences or at the request of the Project Architect or Owner. The Contractor shall incorporate into every progress schedule submitted any Contract requirements or milestones regarding the order of performance of portions of the Work. The schedule(s) shall be in compliance with all time requirements of the Contract. The Contractor shall use all practicable means to make the progress of the Work conform to that shown on the progress schedule which is in effect. Should the prosecution of the Work, for any reason, be discontinued, the Contractor shall submit a revised schedule and notify the Architect at least 24 hours in advance of resuming operations.

4.10.4 Should the Contractor fall behind schedule with respect to the project end date or interim milestones, the Contractor shall submit within 5 days of such an occurrence a narrative report explaining the reasons for such delays and the proposed methods to recover the lost time.

4.10.5 The schedule shall be updated monthly to reflect the actual status of the project and be submitted with the application for payment. No payment will be made to the Contractor while he is delinquent in the submission of an initial progress schedule, schedule update or schedule revision.

4.10.6 In addition to the requirements listed above, on all projects for which the Contract amount exceeds the sum of \$1,000,000, either for one contract or all separate contracts in the aggregate, the schedule shall be prepared and submitted in a computer generated Critical Path Method (CPM) format. The schedule shall be submitted as both hard copy on paper and in electronic form on computer disk. The schedule shall be a time-scaled CPM schedule utilizing Primavera Project Planner software, submitted in sufficient detail with enough of the activities and logic listed to properly monitor and describe the scope of the Work, taking into consideration normal weather conditions, work by others, work by Subcontractors and showing the time of transmitting and review of submittals as well as the fabrication and delivery of major material and equipment. The network analysis shall be summarized in a CPM diagram reflecting all critical activities. All float contained in the schedule shall be owned by the Owner.

4.11 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.11.1 The Contractor shall maintain at the site for his use and that of the Project Architect and/or Owner's Representative one copy of all Drawings, Specifications, Addenda, reviewed Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes

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made during construction. Accurately reviewed Shop Drawings, Product Data, Samples, Drawings, etc., marked to accurately record changes between as-built conditions and design conditions shall be delivered to the Project Architect and the Owner's Representative upon completion of the Work.

4.11.2 At completion of work and before final certificate is issued, the Contractor shall turn over to the Owner, all sets of Drawings which were stamped and approved and all permits or certificates issued for the Work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data especially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are catalog cuts, data sheets, literature, supplemental specifications, notarized certifications, laboratory analysis, job mix formulae, testing data, reports, schedules, notes, worksheets, illustrations, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

4.12.4 The Contractor shall review and submit through the Project Architect with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.4.1 When submitted for the Architect's review, Submittals shall bear the Contractor's certification that he has reviewed, checked, and approved the Submittals and that they are in conformance with the requirements of the Contract Documents.

4.12.5 By reviewing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Project Architect, if he finds such submittals to be in order, will review and approve them. If the Project Architect or Owner's Representative finds them not to be complete and in proper form, he may return them to the Contractor for correction or completion.

4.12.7 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the review and approval of Shop Drawings, Product Data or Samples under Subsection 2.2.7 unless the Contractor has specifically informed the Project Architect in writing of such deviation at the time of submission and the Project Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Project Architect's review and approval thereof.

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4.12.8 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Project Architect on previous submittals.

4.12.9 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed and approved by the Project Architect. All such portions of the Work shall be in accordance with approved submittals.

4.13 TESTS AND INSPECTIONS

4.13.1 Certain material, products and installations are required to be tested and/or inspected by an independent Subcontractor, the cost of which is to be included in the contract amount.

4.13.2 No portion of the Work for which such testing and/or inspection is required shall be commenced until the testing/inspection Subcontractor has been approved and unless said Subcontractor is on-site and ready to perform the required test and/or inspection.

4.14 USE OF SITE

4.14.1 The Owner will establish base lines locating the improvement on the site and furnish the location and elevation of a bench mark. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction and accurate measurement of locations such as slope stakes, batter boards, stakes for pile locations and all other working points, lines, elevations and cut sheets. The Contractor shall protect and preserve established bench marks, property corners, and monuments and shall make no changes in locations without the written approval of the Project Architect. Established reference points and property corners which may be lost, covered, destroyed or disturbed in the course of performance of the work under this Contract or which require shifting because of necessary changes in grades or locations shall be surveyed before they are disturbed and, subject to prior approval of the Project Architect, be replaced and accurately located or relocated (as appropriate) at the Contractor's expense, by an Ohio Licensed Land Surveyor. If the original base lines or bench mark are lost, covered, destroyed or disturbed, an Ohio Licensed Land Surveyor shall re-establish these reference points at the Contractor's expense. The Contractor's Licensed Surveyor shall locate by survey all property corners and monuments before they are disturbed.

4.14.2 The Contractor shall confine operations at the site to areas within the Work limits, public easements and/or rights-of-way as shown on any plans or as designated by the Project Architect, permitted by law, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the site with any materials, equipment or debris. Unless otherwise indicated in the Contract Documents, Contractor shall confine operations within the street right-of-way and public easements of record.

4.14.3 If necessary, Contractor may contract with adjacent property owners for the use of their property. Work on such areas may not commence until such contract has been executed and filed with the Owner. Final payment upon this contract pursuant to Article 9.7 hereof may be

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withheld until a written certification from such property owner indicating that all terms of the contract have been fulfilled is filed with Owner.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly. He shall provide protection of existing Work as required. Cutting and patching shall be made along neat and straight lines to match the existing as closely as possible.

4.15.2 The Contractor shall not damage or endanger any portion of the Work or the Work of any separate contractor by cutting, patching or otherwise altering any Work, or by excavation. The Contractor shall not cut or otherwise alter the Work of the Project Architect or any separate contractor except with the written consent of the Project Architect and of such separate contractor. The Contractor shall not unreasonably withhold from the Project Architect or any separate contractor his consent to cutting or otherwise altering the Work.

4.15.3 Cost resulting from cutting and patching shall be borne by the party responsible and shall not be the basis for claims for additional compensation.

4.16 CLEANING UP

4.16.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. He shall clean the site and remove all his waste materials, rubbish, and debris from and about the Project at the end of each day and shall remove all his tools, construction equipment, machinery and surplus materials at the completion of the Work. Materials shall be stored in a neat and orderly fashion. Dust shall not be permitted to accumulate on the site. Dust shall be collected or otherwise controlled to prevent its spread to areas outside the immediate vicinity of the operation in progress.

4.16.2 At the completion of the Project, the Contractor shall perform all cleaning to leave the Work "thoroughly clean" as required by the Contract Documents, unless otherwise specified.

4.16.3 If the Contractor fails to maintain the premises or clean up as specified, the Project Architect may do so after two (2) days notice, with the cost paid for by the Contractor. Failure of the Contractor to comply with this section may result in the Project Architect ordering Work to stop until compliance is achieved. Such Work stoppage will not be a cause for a claim for extra time or extra compensation.

4.17 OWNER'S RIGHT TO CLEAN UP

4.17.1 If a dispute arises between separate contractors as to their responsibility for cleaning up as required by Section 4.16, or elsewhere in the Contract Documents, the Owner may clean up and equitably charge the cost thereof to the several contractors.

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4.18 INDEMNIFICATION

4.18.1 The Contractor shall pay all royalties and license fees and shall secure for the Owner for all times the free and undisputed right to the use of any and all patented design, process, method or product used in performance of the Work. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner and Project Architect harmless from loss on account thereof.

4.18.2 The Contractor shall indemnify and hold harmless the Owner and the Project Architect and their officers, agents and employees from and against all claims, damages, losses, and expenses including, but not limited to attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.18.3 In any and all claims against the Owner or the Project Architect or any of their officers, agents or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

4.18.4 In the event that any party is requested but refuses to honor the indemnity obligations hereunder, then the party refusing to honor such request shall, in addition to all other obligations, pay the cost of bringing any action for such indemnity, including attorneys' fees, to the party requesting indemnity.

4.18.5 The Contractor shall further indemnify and hold harmless the Owner and its officers, agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the work whether asserted by Contractor, a subcontractor or a separate contractor, provided that any such claim is related to a claim for additional compensation due to alleged changes in the work not included in a change order, delay, acceleration or disruption of work, payment, termination or differing site conditions. In the event of any claim by Contractor against Owner on which Contractor does not prevail, this indemnification provision shall include Owner's attorneys' fees actually incurred. For the purpose of this provision the term "prevail" shall be defined as recovering a judgment which exceeds any prior payment proposal by Owner by more than 25%.

4.18.6 The obligation of indemnity under this subparagraph 4.18, like all other terms of these Contract Documents, shall be specifically binding upon, and incorporated in the undertaking of contractor's surety.

4.18.7 The Contractor shall indemnify and hold Owner harmless from all claims, losses, damages and expenses, including attorneys' fees, resulting from or relating to damage to property alleged to have resulted from Contractor's performance of the work.

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4.18.7.1 In the event of such claim being made to the Owner, it shall notify Contractor of same. Should Contractor fail to provide Owner with written evidence of the satisfaction and release of such claim, Owner shall be entitled to withhold from Contractor's payments an amount which the Architect shall determine is appropriate to satisfy the claim. In the event all Contract Funds have been released to the Contractor by the date of the claim, this indemnification obligation shall remain the responsibility of Contractor and its Bonding Company.

ARTICLE 5., THE SUBCONTRACTOR

5.1 CONTRACTOR-SUBCONTRACTOR AGREEMENT

5.1.1 The Contractor and Subcontractor hereby expressly agree that the Owner is an intended third-party beneficiary of the Contractor-Subcontractor Agreement.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless another time is specified in the Contract Documents, within ten (10) days after notice of award of the Contract, letter of intent to award, Notice to Proceed, or execution of the Contract, whichever occurs first, the Contractor shall furnish to the Project Architect, for acceptance by the Owner and the Project Architect a list of the names of all Subcontractors, and Sub-subcontractors he proposes to use for the Work, together with their officer's names, their Work experience record, and a list of references. No subcontracts shall be finally executed until the list has been reviewed by the Owner and Project Architect and the Contractor notified of the acceptance or non-acceptance of those listed. The Project Architect shall, with reasonable promptness, notify the Contractor if either the Owner or Project Architect does not accept any Subcontractor or Sub-subcontractor on the list.

5.2.2 Proposed Subcontractor or Sub-subcontractor shall be established, reputable firms of recognized standing with a record of successful and satisfactory past performance with the type work and/or items proposed to be provided or furnished by them. Where a specifically named Subcontractor may be specified for certain portions of the Work, only the specified Subcontractor will be acceptable for those parts of the Work.

5.2.3 The right to reject any Subcontractor or Sub-subcontractor will be exercised by the Owner when, in its opinion, it is believed the proposed Subcontractor or Sub-subcontractor: (1) cannot provide, or proposes deviations in, materials, equipment, systems, methods, facilities or other Work as required by the Contract Documents; (2) cannot provide labor and skill necessary to accomplish the part of the work for which he is proposed, including but not limited to quality of workmanship; (3) lacks experience appropriate to the proper execution and completion for that part of the Work for which he is proposed; (4) has previously failed to perform satisfactorily, including cooperation and necessary services after project completion; (5) cannot satisfactorily perform the part of the Work for which he is proposed within the time schedule, due to financial status, size of organization, existing work load, or other considerations; (6) cannot demonstrate his ability, through examples of representative work, to perform the Work for which he is being considered; or (7) there are other considerations bearing on the probability of unsatisfactory performance.

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5.2.4 The Contractor shall not contract with any Subcontractor, nor use any Sub-subcontractor or any person or any organization (including those who are to furnish materials, equipment, systems or other items fabricated specially for the Work) who has been rejected by the Owner. Except whereby the submission of the bid by the Contractor under the conditions of the Contract Documents indicates or implies he has accepted the use of a particular specified Subcontractor, the Contractor will not be required to contract with any Subcontractor or person or organization against whom he has a reasonable objection.

5.2.5 If the Owner refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instruction to Bidders, the Contractor shall submit an acceptable alternative, however, no increase in the Contract Sum or Time shall be allowed for any such substitution.

5.2.6 If the Owner requires a change of any proposed Subcontractor, Sub-subcontractor or person or organization, after prior written acceptance of such entity by Owner, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate amendment shall be issued. No increase in the Contract Sum will be allowed where the change is a result of subsequent evidence of any of the reasons for rejection under subsection 5.2.3.

5.2.7 The Contractor shall not make any substitution for any Subcontractor, Sub-subcontractor or person or organization who has been accepted by the Owner, except for just cause acceptable to the Owner, and unless the substitute is acceptable to the Owner. In the event of a proposed change, the Contractor shall submit, in writing, the reasons for the change and the proposed substitutions, together with a copy of the proposal of the new Subcontractor.

5.2.8 The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) of the Contract Price, without prior written approval of the Owner.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an 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 the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. The Contractor shall require each subcontractor to enter into similar agreements with his Sub-subcontractor. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section 5.3, and shall identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

5.3.2 The Contractor shall continue to be fully responsible to the Owner for the proper, complete, and timely execution of all Work covered by his Contract, even after a portion of such

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Work has been subcontracted to a Subcontractor acceptable to the Owner. Prior to awarding any Subcontract, the Contractor shall assure himself that the Subcontractor is thoroughly familiar with the conditions under which his portion of the Work is to be performed and the Subcontractor's proposal to the Contractor includes all labor, material, and appurtenances necessary to complete his portion of the Work in accordance with the Contract Documents.

5.3.3 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents, to require Subcontractors to comply with the Contract Documents and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

5.3.4 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

5.3.4.1 Require that such Work be performed and guaranteed in accordance with the requirements of the Contract Documents;

5.3.4.2 Require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;

5.3.4.3 Require that all claims for additional costs, extensions of time or otherwise with respect to subcontracted portions of the Work shall be submitted in writing to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor;

5.3.4.4 Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 14, except such rights as they may have to the proceeds of such insurance held by the Trustee for the insurance proceeds, and damages for delay, acceleration or disruption; and

5.3.4.5 Obligate each Subcontractor specifically to consent to the provisions of Section 5.3

5.4 PAYMENTS TO SUBCONTRACTORS

5.4.1 The Contractor shall pay each Subcontractor, upon receipt of payment an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his subcontractors.

5.4.2 If payment is not made for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand, made at any time after the payment should otherwise have been made, for his Work to the extent completed, less the retained percentage.

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5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor under Article 14, and he shall require each Subcontractor to make similar payments to his Subcontractors.

5.4.4 The Owner may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of Work done by such Subcontractors.

5.4.5 The Owner shall not have any obligation to pay or to see to the payment of any monies to any Subcontractors.

5.4.6 Nothing contained in this Agreement shall create any contractual relation between any Subcontractor and the Owner.

ARTICLE 6., SEPARATE CONTRACTS

6.1 MUTUAL RESPONSIBILITY OF SEPARATE CONTRACTORS

6.1.1 The Contractor shall give reasonable notice of and shall afford the Project Architect or, if none, the Owner's Representative and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his work with others under the general direction of the Project Architect or, if none, the Owner's Representative.

6.1.2 Any additional costs or changes, caused by defective or untimely work, shall be borne by the party responsible therefore.

6.1.3 Should the Contractor wrongfully cause damage to the Work or property of the Owner or to other Work on the site, the Contractor shall promptly remedy such damage as provided in Subsection 12.2.6.

6.1.4 The Contractor, and his Subcontractors, shall cooperate with and coordinate their work with each other and all other contractors to facilitate general progress of the Project and to prevent delaying the progress of other contractors. The Contractor, and his Subcontractors, shall obtain layout drawings, maintenance of traffic plans, construction schedules, roughing-in detail sheets and other pertinent information directly from the other contractors to coordinate all phases of the Work, and all contractors shall, within a reasonable time, provide such necessary information. For coordination with the Owner's equipment or materials, information shall be obtained from the Project Architect. After timely notification by the Contractor of the need to accomplish a particular phase or element of the Work, the other contractors shall, within a reasonable time, perform their work so as not to delay or impede any Contractor.

6.1.5 If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect, including measurements and inspection of work already in place, and shall promptly report to the Project Architect any apparent or alleged discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work.

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6.2 OWNER'S RIGHTS TO LET OTHER CONTRACTS

6.2.1 The Owner reserves the right to let other contracts in connection with this Project. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Architect any defects in such work that render it unsuitable for such proper execution and results.

6.2.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these.

ARTICLE 7., MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the laws of the State of Ohio. Any dispute arising under this Agreement or from any breach thereof shall be decided in the Court of Common Pleas, Portage County, Ohio.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and members, officers, legal representatives to the other party hereto and to the partners, successors, assigns and member, officer, or legal representative of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the other.

7.3 WRITTEN NOTICE

7.3.1 Written notice as referred to under the Contract Documents shall be duly served by certified or registered mail, return receipt requested, postage prepaid, and addressed to the Owner or Contractor at their principal place of business as identified in the Contract Documents.

7.4 PERFORMANCE/GUARANTY BONDS

7.4.1 At the time of execution of the Agreement, the Contractor shall furnish all bonds as required by law in the full amount of the Contract Sum, signed by the Contractor and a Corporate Surety authorized to provide bonds in the State of Ohio and approved by the Owner. Valid and enforceable bonds shall be maintained by the Contractor throughout the life of the Contract and its Guarantee Periods.

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7.4.2 The minimum requirement for Owner approval of the Surety shall be that the Surety is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliation between the Contractor and the Bonding Agent or Agency.

7.4.3 Final acceptance of the Work shall not relieve the Contractor nor his Surety from their obligations under this Contract, including guarantees of materials, equipment, installation or service, indemnity, or any other obligation under this Contract.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by the Owner or Project Architect shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.6 TESTS

7.6.1 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or instructions of the Owner or Project Architect require any of the Work to be inspected, tested or approved, the Contractor shall make all arrangements for the tests, inspections or approvals, pay all costs associated with the inspection, tests or approvals and the Contractor shall notify the Project Architect in ample time to make the inspections, tests or approvals. The Contractor shall give the Project Architect timely notice of readiness for testing and inspection and the dates set for tests, inspections and approvals by public authorities so they may observe such tests and inspections if they choose. Any of the Work requiring testing, inspection or approval which is covered or otherwise made inaccessible without the written consent of those requiring or making the inspection or test, shall be uncovered or made accessible by and at the expense of the Contractor.

7.6.2 If after the commencement of the Work the Owner or the Project Architect determines that any Work requires special inspection, testing or approval which Subsection 7.6.1 does not include, he will through the Project Architect or, if none, the Owner's Representative instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as in Subsection 7.6.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including the Project Architect's additional services made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.6.3 Certificates of required inspection, testing or approval shall be secured by the Contractor and promptly delivered by him through the Project Architect to the Owner.

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7.6.4 Neither the observations by the Owner or the Project Architect, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

7.6.5 All materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with accepted standards.

7.6.6 The Owner or Project Architect may provide any tests or inspections he feels are warranted. The Contractor shall cooperate fully in the conduct of such tests and inspections.

7.6.7 The Architect and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

7.7 USE OF OWNER PERSONNEL AND PROPERTY

7.7.1 Unless the Contract Documents call for Owner property to be supplied to the Contractor, or installed or connected by the Contractor under the Contract, no property, supplies, equipment or personnel of the Owner shall be used by the Contractor in the performance of the Contract.

7.8 OWNER/PROJECT ARCHITECT USE OR OCCUPANCY OF THE PREMISES

7.8.1 The Owner reserves the right to jointly use the premises with the Contractor in the performance of his duties and functions. The Owner reserves the right to: (1) enter into the Project and premises at all times; (2) make installations of materials and equipment at appropriate times as the Work progresses; (3) store property in essentially completed areas; (4) install furniture and furnishings when spaces are at appropriate stages of completion; (5) allow public use and access where appropriate and (6) use the premises for other similar activities. The Contractor shall cooperate, to minimize undue interferences. Such activities shall not be construed as occupancy.

7.8.2 If any part, unit or the entire Work or Project is Substantially Complete or ready for use or occupancy, the Owner may upon notice to the Contractor, through the Project Architect, if any, enter into and make use of the Work that is Substantially Complete or otherwise suitable for the Owner's purposes.

7.8.3 If the Work is not complete at the time provided in the Contract, but the Work is to a state of readiness to permit partial or full use or occupancy by the Owner, the Owner reserves the right, upon notice to the Contractor, through the Project Architect, if any, to enter into and make use of those parts that are suitable for his needs. The Contractor shall cooperate with and coordinate his operations in completing the Work with the Owner to minimize disturbance of the Owner's programs and functions.

7.8.4 The Contractor agrees to permit Owner to use and occupy portions of the Project before final acceptance by Owner, provided that Owner secures the following:

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7.8.4.1 Written consent of Contractor, except in event that in the opinion of the Owner, Contractor is chargeable with unwarranted delay in final completion of contract requirements; and

7.8.4.2 Endorsement from Owner's insurance-carrier permitting occupancy and use of the Project during the remaining period of construction, if applicable.

7.8.4.3 Consent or notification of the Contractor shall not be required on projects where the Contractor is required to maintain traffic and/or keep the facility in service.

7.8.5 Use and occupancy prior to formal acceptance shall not relieve the Contractor of his responsibility to maintain specified insurance coverage for the benefit of Owner, Project Architect, Contractor, and all Subcontractors until the Project is completed and accepted by Owner.

7.8.6 Where the Work in any portions of the Project is completed to the extent that the requirements of substantial completion and final payment may apply, and the Owner desires such portions of the Project to be in his possession, the Project Architect or, if none, the Owner's Representative, with Owner's concurrence, will then issue to the Contractor a Certificate of Substantial Completion, or series of Certificates, for the accepted portions of the Project.

7.8.7 The Owner's beneficial use or occupancy, as provided for in subsections 7.8.1 through 7.8.6 shall not be construed as acceptance of the Work or any of its materials and equipment. Such use and occupancy shall be subject to any corrections or deficiencies, damage or omissions noted. Damage occurring after occupancy, not caused by the Contractor, will be the responsibility of the Owner or other contractors causing the damage, providing that the Contractor has exercised proper care in protecting the Work from damage.

7.8.8 To the extent applicable to the Work, as determined by the Project Architect, the Contractor shall conform to the provisions of this Subsection. Upon occupancy by the Owner, complete and usable facilities of water lines, sewers, grass, roadway, sidewalks, striping, signage, light, power, exits, heat, ventilation, air conditioning, utilities, toilets, resurfacing, remodeling and similar facilities necessary for safety, comfort and Owner's functions shall be available at all times, so the Work can be used without hazards, discomfort or inconvenience. After occupancy by the Owner, its program, functions or normal use shall not be unnecessarily interrupted nor interfered with and unnecessary inconvenience will not be permitted. The Contractor shall schedule and arrange the Work with the Project Architect, to accomplish this objective. If the Work is not complete by the time specified in the Contract, the work shall be accelerated, scheduled on weekends or other times when the Work is not in use, and it shall be performed without additional cost to the Owner. The Contractor will be allowed reasonable access to the areas as necessary to complete the Work. All operations or activities relating to water lines, sewerage, electrical, heating, air conditioning, ventilation, plumbing services, resurfacing, remodeling and phases shall be accomplished in accordance with a sequence schedule planned with the Project Architect so that complete facilities are maintained.

7.9 DISPUTES

7.9.1 In the event of a dispute in any manner relating to or arising out of the Agreement, the parties shall confer and negotiate in good faith within ten (10) days after the dispute arises to attempt to resolve the dispute.

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7.9.2 In the event of any dispute arising by or between the Contractor and the Owner, each party shall continue to perform as required under the Contract Documents notwithstanding the existence of such controversy and may seek such relief as may be permitted in law or equity. This provision includes, but is not limited to the obligation of Contractor to continue to perform under the Contract Documents notwithstanding potential disputes as to certifications of amounts to be due Contractor under the Contract Documents.

7.9.3 Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain its progress during any legal proceedings and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, notwithstanding the foregoing, Owner shall retain all rights hereunder to withhold amounts due to defective work, attested accounts or other claims.

7.10 NON-DISCRIMINATION IN EMPLOYMENT

7.10.1 The Contractor agrees that in the hiring of employees for the performance of Work under this Agreement or any sub-agreement, neither the Contractor, nor any Subcontractor, nor any person acting on behalf of either, shall by reason of race, color, religion, sex, ancestry, familial status, age, national origin, sexual orientation, or gender identity, 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; nor shall the Contractor, or any Subcontractor, or any person acting on behalf of either, in any manner discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, color, religion, sex, ancestry, familial status, age, national origin, sexual orientation, or gender identity.

7.11 WAGES

7.11.1 All persons employed upon the Work covered by this Contract shall be paid at the prevailing wage rates for the class of work called for by this Project and payments of all wages and fringe benefits shall be in compliance with Chapter 4115 of the Ohio Revised Code.

7.11.2 A list of Contractor's responsibilities regarding Prevailing Wages has been provided to assure proper submissions and wage record keeping.

7.11.3 Prevailing Wage Contractor's Responsibilities

7.11.3.1 Keep full and accurate payroll records available for inspection for up to one year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.

7.11.3.1.1 Time records

7.11.3.1.2 Payroll records including canceled checks

7.11.3.1.3 Fringe benefit records including canceled checks

7.11.3.2 Prevailing Wage Determination must be posted on the project site.

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7.11.3.3 Supply Prevailing Wage Coordinator with dates of the life of the Contract and a listing of all Subcontractors to include the name, address, and telephone number of each.

7.11.3.4 Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and the identity of the Prevailing Wage Coordinator for the Project.

7.11.3.5 Supply all Subcontractors with any changes in the Prevailing Wage rates issued during the life of the Project.

7.11.3.6 Out-of-State Contractors must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

7.11.3.7 Submit certified payrolls starting no later than two (2) weeks after the initial pay period. Insure all payrolls include the following:

7.11.3.7.1 Employee's full name, address, and social security number

7.11.3.7.2 Work Classification

7.11.3.7.2.1 Be specific when listing laborers and operators

7.11.3.7.2.2 Show level/year for all apprentices

7.11.3.7.3 Hours worked on the project

7.11.3.7.3.1 Overtime is to be paid at no less than time and one-half for all hours worked in excess of forty (40) hours per week.

7.11.3.7.4 Hourly rate of pay

7.11.3.7.4.1 Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid. (Sample calculation: $\$12.82$ (base rate) $\times 1-1/2 = \$19.23 + \1.70 (fringe payments) = $\$20.93$) Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.

7.11.3.7.5 List all fringe benefits (if any) and amount per hour for each

7.11.3.7.5.1 Hourly amount is to be based on 2080 hours per year

7.11.3.7.6 Total deductions

7.11.3.7.7 Net pay for the pay period

7.11.3.8 Send a copy of Apprenticeship Agreement for each apprentice to the Prevailing Wage Coordinator.

7.11.3.9 Send a final affidavit to the Prevailing Wage Coordinator.

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7.11.3.10 The Prevailing Wage Coordinator for the Owner for this Contract is:

???????

ARTICLE 8., TIME

8.1 COMMENCEMENT OF WORK

8.1.1 The date of the commencement of the Contract Time is the date established in a Notice to Proceed issued by the Owner or the actual date Work begins, whichever occurs first.

8.1.2 Unless otherwise stipulated in the Notice to Proceed, Work shall be started within 10 (ten) calendar days after date of Contract. All work shall be started at such time or times as may be necessary to avoid delay in performing the Work.

8.1.3 Work of each trade shall be performed so as to cause no delay to the Project and shall be completed as provided by the Schedule established by the Contractor.

8.1.4 The term day as used in the Contract Documents shall mean calendar day.

8.1.5 The work shall be performed on work days as defined in the Contract Documents from 7:00 a.m. to 6:00 p.m. Where applicable, the Contractor shall obtain prior written permission to perform Work or operate any building process or system owned by the Owner and necessary to the Project at times or on days other than specified above, and the Contractor shall compensate the Owner for the Owner's actual costs resulting from the performance of Work, the inspection and/or observance of same, and/or the operating of such building, process or system during hours or days other than specified above.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits or dates stated in the Contract Documents are essential conditions of the Contract. In executing the Contract, the Contractor agrees that the Contract Time is reasonable for the Work and agrees to maintain a work force adequate to complete the Work within said time.

8.2.2 The Contractor shall begin the Work in accordance with Subsection 8.1.1. No Work at the site shall be commenced until proper evidence of the required Insurance and Bonding have been submitted to the Project Architect. The Contractor shall carry the Work forward expeditiously with adequate forces to maintain progress in accordance with the Progress Schedule and to complete the Work within the Contract Time.

8.2.3 Except for constraints which may be specified for a certain part of the Work or otherwise imposed by the Owner, the Work shall not be suspended or shut down, but shall progress continuously and expeditiously, unless otherwise approved by the Project Architect. The Contractor shall assemble materials and equipment in advance of the need and, as may be appropriate to the progress, shall prefabricate assemblies which will comply with the Contract Documents, as may be specified, or if not specified as may be permitted by labor agreements, to expedite the Work and insure completion on time.

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8.2.4 If completion dates or times are specified or otherwise included in the Contract, it shall mean the date of Substantial Completion.

8.2.5 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the Work.

8.2.6 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Should the progress, performance or completion of any portion or portions or the whole of the work contemplated in the agreement be delayed as the result of flood, cyclone, hurricane, tornado, unreasonably severe weather, earthquake, or other similar catastrophe; or epidemics, quarantine restrictions, strikes beyond the sole control of the Contractor, freight embargoes or other casualty for which the Contractor is not responsible; or on account of any act or omission of others engaged by the Owner (except as hereinafter provided), or on account of any act or omission of the Owner; the time of completion of the portion or portions of the work directly affected by such delay, shall, upon request of the Contractor, be extended by a period equivalent to the time lost thereby. Said period shall be as approved by the Owner.

8.3.1.1 No extension of time shall be granted for delays on account of, or resulting from, weather conditions normally anticipated in the Garrettsville, Ohio area; nor shall the Contractor be granted an extension of time for delays resulting from interruptions to or suspensions of his work to enable other contractors and utilities to perform their work.

8.3.1.2 Should the Contractor contend that he is entitled to an extension of time for completion of any portion or portions of the work, he shall, within 2 weeks of the occurrence of the cause of the delay, notify the Owner and Project Architect, if any, in writing, of his contention; setting forth (a) the cause for the delay, (b) a description of the portion or portions of work affected thereby, (c) all details pertinent thereto and (d) the Contractor shall provide with its initial notice an estimate of the probable effect of such delay on the Progress of the Work. This estimate shall be updated with each payment application. A subsequent written application for the specific number of days of extension of time requested shall be made by the Contractor to the Owner within two (2) weeks after the delay has ceased to exist.

8.3.1.3 It is a condition precedent to the consideration or prosecution of any claim for an extension of time that the foregoing provisions be strictly adhered to in each and every instance and, if the Contractor fails to comply, he shall be deemed to have waived the claim for an extension of time.

8.3.1.4 The Contractor agrees that he shall have no claim against the Owner for an increase in the contract price, nor a claim against the Owner for a payment or allowance of any kind for damage,

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loss or expense resulting from delays, acceleration, inefficiency or disruption of its work. The Contractor agrees to accept an extension of time as his sole remedy. Contractor recognizes that delays in construction projects are inherent in the type of work being performed and that it has contemplated such delays in the preparation of its bid.

8.3.2 For Changes in the Work which significantly affect the time and progress of the entire Work, any time extension shall be made no later than when the Change is authorized by the Owner. Any claim for an extension of time shall be made at the time the Change is requested. For Changes in the Work which do not affect the progress of the entire Work, the Owner reserves the right to grant a time extension only for the area, phase or element of the entire Work affected by the Change.

8.3.3 Delays resulting from a labor dispute will result in a time extension no longer than the dispute period, in addition to a reasonable mobilization period that is unavoidable, and may be less depending on the actual effect the dispute had on the overall progress and the operations that were actually curtailed or suspended. Lockouts, over which the Contractor has control, will not be a valid reason for time extension.

8.3.4 No time extension will be granted as a result of improper coordinating, scheduling or for failure to have shop drawings or samples submitted in ample time for review under a reasonable schedule.

8.3.5 Delays caused by Subcontractors will be valid reasons for time extension only under the same conditions as Paragraphs 8.3.

8.3.6 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subsection 1.2.4 shall be furnished, then no claim for delay, disruption, inefficiency or acceleration shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand stating an impact will result is made for them, and not then unless such claim is reasonable.

8.3.7 All extensions of time shall be determined by the Owner.

8.3.8 In the event there are separate contractors for the Work, if a time extension is granted to one or more contractors for a valid delay, a time extension may also be granted other contractors if, in the opinion of the Owner, their progress of work schedule is materially affected by the time extension granted. If no time extension is allowed to the Contractor, or should the Contractor decline a time extension offer, the Contractor shall make no claim against the Owner for damages alleged to be the result of any time extension granted to others.

8.3.9 The Contractor agrees that whether or not any delay shall be the basis for an extension of time, the Contractor shall have no claim against the Owner for an increase in the Contract Price, nor a claim against the Owner for payment or allowance of any kind for loss, cost or expense resulting from delay, acceleration, disruption, interference or hindrance whether caused solely or in part by the Owner or any other Contractor; nor shall the Contractor have any claim for loss, cost or expense resulting from interruptions, disruptions or suspensions of his Work to enable other Contractors or utilities to perform their work or for inspection of contractors work. The Contractor agrees to accept as his sole and exclusive remedy an extension of Contract Time.

8.3.10 Owner may, at Owner's convenience and 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

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Owner may determine. An equitable adjustment shall be made to the Contract Sum by Change Order for increases in the direct cost of performance of the Work caused by said suspension, delay or interruption. No adjustment shall be made for home office overload expense or to the extent:

8.3.10.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

8.3.10.2 That an equitable adjustment is made or denied under another provision of this Agreement.

ARTICLE 9., PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement for Construction between Owner and Contractor and is the Total Amount payable to the Contractor for the performance of the Work under the Contract Documents.

9.1.2 All payments to Contractor hereunder shall be in accordance with State of Ohio Regulations which are incorporated by reference into this Contract.

9.2 SCHEDULE OF VALUES

9.2.1 Within five (5) days after the execution of the Contract, the Contractor shall submit to the Project Architect a Schedule of Values allocated to the various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Project Architect may require. The unit or lump sum price stated in the contract shall be used in determining the amount to be paid and shall constitute full and final compensation for all work. This Schedule, after acceptance by the Project Architect, may be used as a basis for the Contractor's Applications for Payment. For the purpose of the Schedule of Values and Application for Payment, the Contractor's bond premiums may be listed separated and considered as a direct cost of the Work.

9.2.2 The Schedule of Values shall accurately represent the value of each major item or component of work to be performed over the time period of the Project. Mobilization cost is limited to 3% of the contract amount for purposes of the Schedule of Values and Applications for Payment, except that where the amount bid exceeds 3%, the portion of the amount in excess of 3% shall be included in the last or final estimate.

9.2.3 The contractor shall not submit a Schedule of Values which disproportionately reflects the value or timing of work to be performed on the project and the Architect shall revise any unbalanced Schedule of Values submitted and return it to the contractor. Such revised Schedule of Values may thereafter be utilized on the project to determine the value of work in place and the amount to be paid to the contractor under this section.

9.2.4 Upon request of the Project Architect or, if none, the Owner's Representative, the Contractor shall prepare and provide within five (5) days of Contractor's receipt of the request a schedule of estimated requests for payment for the Owner's guidance in its financial planning. The schedule shall indicate the anticipated amount that will be requested each month, taking into

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consideration the Work schedule, expected deliveries and the retained amount. The Contractor will not be bound to the estimated amounts, but should the actual requested amounts vary substantially from the estimates, the Contractor shall revise the schedule at the request of the Project Architect or Owner.

9.3 PROGRESS PAYMENTS

9.3.1 Progress payments shall be made by the Owner to the contractor upon approved Applications for Payment each month during the contract period. Payments to the contractor for work performed either under a lump sum or unit price contract shall be made at the rate of ninety-two percent (92%) of the amount set forth in the approved Application for Payment.

9.3.1.1 Where the Contract provides for payments to the contractor for material delivered and properly stored on the site of the work, or another location approved by the Owner's Representative, such payments shall be made at the rate of ninety-two percent (92%) of the Contractor's invoiced costs, not to exceed the amount set forth in the bid and Schedule of Values, provided that the material has been inspected by the Project Architect and found to meet the specifications. When payment is made for material under this section, such material shall become the property of the Owner, but all risk of loss or damage to such material shall remain that of Contractor and any such material so lost or damaged shall be replaced at Contractor's sole expense. Contractor shall be required to protect and care for, and maintain appropriate insurance upon, all stored material.

9.3.2 The Contractor shall submit to the Architect within five (5) days of the first day of each month an Application for Payment executed by Contractor which sets forth in detail the actual measurement of each kind of labor performed and materials supplied and the amount due therefore since the preceding estimate. The Applications for Payment shall also set forth the amount of the original contract, the amount of all change orders approved to date, the amount of the preceding Application, the amount billed to the contract through the preceding Application, the amount of retainage withheld through the preceding Application and the amount remaining to be billed to the contract. The Application shall also include invoices for all material for which Contractor seeks payment, whether installed in the project or included as stored material.

9.3.3 The Architect shall review each Application for Payment and based upon his investigation of the work either approve, disapprove or revise the Application. In the event the Application is either disapproved or revised, it shall be returned to the contractor for execution or revision. Contractor shall revise the Application and resubmit same for review and approval.

9.3.4 Upon approval of the Application for Payment, the Architect shall submit the Pay Application to the Owner for payment.

9.3.5 In investigating and approving any Application, the Architect shall consider the amount and quality of all work reflected in the Application. An Application which would result in the payment for work which does not conform to the plans and specifications or is otherwise defective may not be approved, unless in the Architect's sole discretion it is determined to be in the best interest of the Owner to do so. In that event, the Owner may issue a deductive change order to the Contract which represents the actual value of the defective work so accepted.

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9.3.5.1 The Architect shall be the sole judge as to the acceptability of the work for inclusion in any payment to the Contractor. Such determination by the Architect shall be final and binding.

9.3.6 Upon the approval of the Certificate for Payment by the Architect the Owner shall make payment thereon within thirty (30) days of such approval or, in the Owner's sole discretion, in the next billing cycle of the Owner.

9.3.7 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner that, based on the Architect's observations at the site and the data comprising the Application for Payment, the Work has progressed to the point indicated; that, to the best of the Architect's, knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon substantial Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, however, the Architect shall not be deemed to represent that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.3.8 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Section 9 as "liens;" and that no Work, Materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the Seller or otherwise imposed by the Contractor or such other person. All Subcontractors and Sub-subcontractors agree that title will so pass upon their receipt of payment from the Contractor.

9.3.9 By submitting any Application for Payment the Contractor attests to the accuracy of the amounts requested, represents that the Work has been satisfactorily executed in strict compliance with the Contract Documents and he is entitled to the amount shown. By submitting the second or any subsequent Application for Payment, the Contractor attests and certifies that he has paid all just claims for labor, materials, equipment, subcontracts or other expenses represented by all previous Applications for Payment.

9.3.10 No progress payment, nor partial or full use or occupancy of the Project, shall be construed as acceptance of any Work not in accordance with the Contract Documents. All Work is subject to an evaluation for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Completion, and to any specific qualifications stated by the Owner or Project Architect. The making of a payment shall not thereby be deemed to represent that exhaustive or continuous on-site inspections to check the quality or quantity of the Work have been made or that the construction means, methods, techniques, sequences or procedures have been reviewed, or that any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum has been made.

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9.3.11 Full or partial payment on the Contract Sum, or in reducing the retained amount (percentage) shall not relieve the Contractor or his Surety from fulfilling all obligations of this Contract, including guarantee of the Work. Under the conditions of the Contract, the Contractor and his Surety agree that they waive any actual or alleged rights of subrogation or action against Owner and Project Architect as a result of such payments being made. The Surety, at any time, may examine the status of the Work, as well as any payments made.

9.3.12 The Contractor shall promptly pay each Subcontractor and Supplier upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Sub-subcontractors and Suppliers in a similar manner.

9.3.13 No payment will be made in contravention of any statute or other applicable law which provides for the withholding of payments for protection of Subcontractors or others who have furnished labor or materials in connection with the work under contract.

9.4 PAYMENTS WITHHELD

9.4.1 The Architect or the Project Architect may decline to approve an Application for Payment in whole or in part, to the extent necessary to reasonably protect the Owner's interest. The Architect or the Project Architect may also decline to approve any Application for Payment because of subsequently discovered evidence or subsequent inspections that may nullify the whole or any part of any Application for Payment previously issued, to such extent as may be necessary in their opinion to protect the Owner from loss because of:

9.4.1.1 Defective work not remedied;

9.4.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

9.4.1.3 Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;

9.4.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum;

9.4.1.5 Damage to the Owner or another contractor working at the Project;

9.4.1.6 Reasonable indication that the Work will not be completed within the Contract Time; or

9.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

9.5 FAILURE OF PAYMENT

9.5.1 If the Contractor is not paid pursuant to Articles 9.3 and 9.4, then the Contractor may, upon fifteen (15) additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received.

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9.6 SUBSTANTIAL COMPLETION

9.6.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete as defined in Subsection 1.1.40, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion and shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance. The time within which the Contractor shall complete the items listed therein shall not exceed sixty (60) days unless otherwise approved in writing by the Architect. 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. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.6.2 The Contractor shall recognize the need for proper procedures and diligence to complete the Work and shall continuously prosecute it to completion, including the period after Substantial Completion. The Contractor shall organize and methodically prosecute all phases of completing the Work according to a schedule acceptable to the Owner.

9.6.3 Contractor within thirty (30) days of the issuance of the Certificate of Substantial Completion shall submit to Architect, all operation and maintenance manuals pertaining to the Project.

9.6.4 Upon the Contractor's failure to complete the items in accordance with this Article 9.6, the Owner may, in its sole discretion, withdraw the Certificate of Substantial Completion. Upon such withdrawal, Owner shall be entitled to begin or recommence the assessment of liquidated damages.

9.7 RETAINAGE AND FINAL PAYMENT

9.7.1 The Owner shall retain from each progress payment to the Contractor an amount equal to eight percent (8%) of the value thereof. The Owner may, in its sole discretion, maintain such amounts in the account designated for the improvement or establish a separate interest bearing account for the deposit of such amounts. The amounts retained by the Owner on its various contracts may be commingled in one account or deposited in separate accounts. All interest earned upon retainage shall remain the property of and inure to the exclusive benefit of the Owner.

9.7.2 Upon completion of its work, Contractor shall submit to the Project Architect and Architect its Application for Final Payment and a Maintenance Bond in the amount of ten percent (10%) of the total Contract Amount. The Architect shall determine the status of the work and either approve or disapprove the Application. The Application shall be disapproved in the event it is determined that any item of work required under the Contract has not been completed, any item of

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defective work remains uncorrected, or any drawings including measurements of as-built locations, elevations and dimensions, operation and maintenance manuals, maintenance bond or other paperwork have not been provided. The application for Final Payment shall include a sum equal to one half of the amount of retainage withheld. The making of Final Payment shall bring the total amount paid upon the contract to ninety-six percent (96%) of the total Contract Amount.

9.7.3 The Architect will within thirty (30) days of receipt of the Contractor's Application for Final Payment inspect the work and, provided the work is found to be in conformance with the Contract Documents, shall issue a Certificate of Final Completion.

9.7.4 Upon the approval of the Application for Final Payment and the issuance of the Certificate of Final Completion by the Architect, the Owner shall within thirty (30) days make final payment to the Contractor. The making of final payment shall bring the total amount paid upon the Contract to ninety-six percent (96%) of the total Contract Amount.

9.7.5 Final payment will not be made until the Owner has been fully and properly instructed in use and operation of all of the Work, equipment and systems under the Contract and all manuals, bonds, test reports, drawings, affidavits, guarantees, and similar items have been provided.

9.7.6 Final payment, including any retained amount on the Contract Sum, will not become due until the Contractor provides any submittals the Owner may require to substantiate the Contractor's right to payment, such as: (1) affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Contractor is responsible, have been paid or otherwise satisfied; (2) consent of surety, if necessary to final payment and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver as may be required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.7.7 The acceptance by Contractor of Final Payment shall constitute a release by the Contractor of any and all claims of whatever nature which the Contractor may have against the Owner, its officers, agents and independent contractors.

9.7.8 The Owner shall in no event be responsible for the payment of interest to a Contractor as a consequence of a failure to make any progress payment, final payment or the payment of retainage, regardless of the cause for any such delayed payment.

9.7.9 The Contractor shall guarantee all materials and workmanship for a period of one year from the date of the issuance of the Certificate of Final Completion. The Owner shall withhold from the Contractor retainage in the amount of four percent (4%) of the total Contract Sum as a guarantee by the Contractor that the work will remain in good and sound condition. Upon the expiration of the first six (6) months' period, the Contractor shall submit a request for release of this fund in the form of an invoice. The Architect will within thirty (30) days of receipt of Contractor's request inspect the work, and if it is determined that the work is in good and sound condition and free from defects, authorize payment upon the invoice. Such payment shall be made within the thirty (30) days of the Architect's payment authorization.

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9.7.10 If in the opinion of the Architect, any work done under the Contract or any adjacent property damaged by the Work requires repair, replacement, backfilling or other corrective work, the Contractor shall furnish all labor and material necessary for the correction thereof at its own expense. Should the Contractor fail to perform such work within sixty (60) days of the receipt of written notification by the Owner, the Owner may direct that the work be performed by the most expedient means and charge the cost to the retainage withheld hereunder, the surety or both. In the event the cost of such work is less than the balance of funds withheld such excess shall be paid to the Contractor. In the event the cost of such work exceeds the amount withheld, or in the event such deficiency is brought to the Contractor's attention after release of the retainage, such deficiency shall be paid by the Contractor or its surety.

9.7.11 The Owner's release of the retainage pursuant to Article 9 above shall not constitute a release of Contractor's obligation to perform all work in strict accordance with the Contract Documents. In the event Owner subsequently discovers work which failed to conform to the Contract Documents, Contractor and its Surety shall be obligated to bring such work into conformity with the Contract Documents at no cost to Owner regardless of the date of discovery of such nonconformity. Should Contractor fail or refuse to perform such corrective work within sixty (60) days of being notified thereof, Owner may complete the Work in any manner it deems most expedient, certify the costs thereof to Contractor and its surety for payment.

ARTICLE 10., PROTECTION OF PERSONS, WORK AND PROPERTY INCLUDING UTILITIES

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.1.2 The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970, the U.S. Department of Labor, Occupational Safety and Health Administration Standards, 29 CFR Part 1926, dated July 1, 1992, and any and all other applicable Federal, State, and local requirements.

10.1.3 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

10.1.4 All Contractors shall notify the Project Architect of any flammable, combustible and/or toxic materials intended for use on the project, and shall furnish the Project Architect literature pertinent to the use and control of such materials as required by all other applicable federal, state and local safety requirements.

10.1.5 The Contractor shall delegate one representative to act as Safety Engineer who shall be responsible to maintain all safety requirements of the Contractor.

10.1.6 The Contractor shall maintain at his field office or other well-known place at the job site, all articles necessary for providing first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

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10.1.7 The Contractor shall be responsible for all Safety Management on the Project; however, if at any time the Architect makes the Contractor aware of an unsafe condition, then the Contractor shall immediately correct the unsafe condition. If need be, or if directed by the Architect, the Work shall stop until the unsafe condition is corrected, with no allowance to be made for increased project cost or Contract Time.

10.2 PROTECTION OF PERSONS, PROPERTY, AND THE WORK

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

10.2.1.1 All employees on the Work and all other persons who may be affected thereby (the Contractor shall alert immediately the occupants of nearby premises as to any emergency that he may create or discover at or near such premises);

10.2.1.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the sites under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

10.2.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and surface and subsurface utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.

10.2.2 The location of subsurface structures and utilities are shown on the plans from information furnished by the utility owners pursuant to Section 153.64 of the Ohio Revised Code. The Contractor shall, at least five (5) working days, excluding Saturdays, Sundays and legal holidays, prior to construction in the area of the subsurface utility, notify the utility owner in writing, by telephone, or in person. The utility owner shall, within 48 hours, excluding Saturdays, Sundays, and legal holidays, after receipt of the notice, stake, mark, or otherwise delineate the alignment and approximate grade of the utility. The marking or locating shall be coordinated by the Contractor to stay approximately five (5) days ahead of the planned construction. The location of subsurface utilities and structures is shown on the plans from data available at the time of survey and is not necessarily complete or correct. The exact location and the protection of subsurface utilities and structures are the responsibilities of the Contractor. The Contractor shall verify the location of all subsurface structures and utilities prior to beginning the Work. Where said structures/utilities may conflict with the Work, they shall be exposed and their elevation and location determined. Should a conflict be discovered, the Project Architect and the utility found in conflict shall be notified so that a determination can be made regarding resolving the conflict. Such locations shall be done sufficiently in advance of the Work such that conflict resolution can be completed without delay to the Work. Failure of the Contractor to determine the locations of such utilities/structures shall not be cause for additional Contract time or cost. No additional compensation shall be made for this Work unless specifically paid for by proposal bid items. During construction, the Contractor shall use due diligence in protecting from damage all existing subsurface utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair

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or restoration of same and for any resulting contingent damage. He shall notify Owners of adjacent subsurface utilities when prosecution of the Work may affect them.

10.2.3 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority, bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, installing barricades and safety fencing, promulgating safety regulations and notifying Owners and users of adjacent utilities. Open excavations shall not be left unattended unless secured to the satisfaction of the Owner. Fresh concrete, paint or other finished surface shall not be left unattended until it is sufficiently cured or dried or otherwise protected. If the Contractor fails to so comply he shall, at the direction of the Owner, remove all forces from the Project without cost or loss to the Owner, until he is in compliance.

10.2.5 The Contractor shall provide all manpower and equipment necessary for the safety of any inspectors or other representatives of the Owner and the Project Architect performing work on the Project. Contractor shall not be entitled to any additional compensation or time extensions due to inspections of the Work or any job shut down resulting therefrom.

10.2.6 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. No explosives shall be used or stored without the written permission of the Owner.

10.2.7 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Article 14) to any property caused in whole or part by the Contractor, his Subcontractors, his Sub-subcontractors, or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Article 4.

10.2.8 The Contractor shall designate a responsible member of his 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.

10.2.9 The Contractor shall not load or use or permit any part of the Work to be loaded or used so as to endanger its safety, integrity or quality.

10.2.10 The Contractor will be held responsible for any and all materials or Work, and will be required to make good, at his own cost, any injury or damage which said materials or Work may sustain from any source or cause whatever, before final acceptance thereof. During inclement, freezing and severe winter weather, the Contractor shall provide the necessary drainage, heating facilities, and other protection to prevent any possible damage from the elements and frost action.

10.3 EMERGENCIES

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10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss and shall immediately notify the Project Architect. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 11 for Changes in the Work.

ARTICLE 11., CHANGES IN THE WORK

11.1 CHANGE IN THE WORK

11.1.1 The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, omissions or other revisions, the Contract sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by a Change Order and shall be executed under the applicable conditions of the Construction Documents. The Surety on the Bond given under the Contract expressly waives any right to notice of any changes to the Contract, and agrees that any such changes, regardless of scope or amount, shall not invalidate the said Bond. The Owner reserves the right to require additional security when additions are made if, in its judgment, such security is necessary to protect its interests.

11.1.2 A Change Order is a written order to the Contractor signed by the Architect or representative thereof and issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order may also be signed by the Contractor if he agrees to the adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by a Change Order.

11.1.3 A Change Order signed by the Contractor without any indication of change in the Contract Time indicates the Contractor's agreement that there will be no change in Contract Time.

11.1.4 The cost or credit to the Owner shall be determined in one of the following ways and, unless otherwise approved or directed by the Owner, in the precedence of the order listed:

11.1.4.1 By an accepted Unit Price proposed in the Contractor's original bid and incorporated in the Contract or a Unit Price comparable to unit costs in the Contractor's Schedule of Values;

11.1.4.2 By a lump sum cost acceptable to the Owner, based on the Contractor's detailed, itemized breakdown of the actual basic cost, with allowance for the Contractor's profit and overhead, as provided for under Subsection 11.1.8;

11.1.4.3 By mutually agreeable Unit Prices for the actual cost, with allowance for the Contractor's profit and overhead, computed in a similar manner as provided for in Subsection 11.1.8;

11.1.4.4 On the actual basic cost of the Change, as determined by payroll records and paid receipts, plus allowance for the Contractor's profit and overhead as provided for in Subsections which follow subject to a predetermined maximum amount.

11.1.5 The Contractor shall provide or perform additional work, make other Changes in the Work and comply with the provisions of a Change Order the same as though the Changes had been a part of the original Contract Documents, when and as ordered in writing by the Owner.

11.1.6 Except for Unit Prices included in the Contract, and unless otherwise approved by the Owner, for proposed Changes in the Work the Contractor shall submit an itemized list of

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quantities with the applicable unit cost and extended price for each, in such form and detail as required by the Owner.

11.1.7 As a minimum the detailed breakdown shall include and indicate the following items enumerated below which constitute the cost of labor and the actual "basic costs" referred to under this Article 11:

11.1.7.1 Actual labor and field supervision costs, itemized by each trade involved showing the hourly rates for each. Labor rates shall be the same for extra and credit computations;

11.1.7.2 Burden on labor and field supervision, which shall be the actual costs of mandatory fringe benefits, taxes on labor, workmen's compensation, insurance on labor as affected by payroll, unemployment taxes, including FICA and FUTA;

11.1.7.3 Actual quantities of material and equipment, with their actual unit costs;

11.1.7.4 Actual equipment and tool rental charge or owned equipment and tool cost;

11.1.7.5 Performance and Payment Bond premium costs;

11.1.7.6 The cost of subcontracted work, computed in the same way as provided for under this Subsection 11.1.7;

11.1.7.7 Overhead, profit or commission; and

11.1.7.8 Applicable sales tax on materials.

11.1.8 The maximum that will be allowed for overhead, profit or commission shall be as follows, expressed as a percentage of the actual basic cost of the change. The percentages for profit, overhead and commission allowed may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved but in no event shall they exceed the following:

	<u>Combined Total of Overhead & Profit</u>	<u>Comm. Fee</u>
(a) To the Contractor and/or his Subcontractor for work performed with his own forces	10%	None
(b) To the Contractor for work performed by other than his own forces	None	5%

11.1.9 The burden on labor may be indicated as a dollar/cents addition to the hourly rate or may be expressed as a percentage of the extended hourly rate costs. If required by the Owner, the Contractor shall provide a detailed breakdown to justify any labor burden which is inconsistent with other similar contractors.

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11.1.10 Material costs shall be at the actual cost to the Contractor, or Subcontractor. Upon request, the Contractor (or Subcontractor) shall submit evidence to substantiate the costs. Materials shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. Cash or prompt payment discounts need not be credited. In any proposal with material credits, the credit shall be based on the actual Contract cost of the material (including trade and quantity discounts) less any charges actually incurred for handling or returning material which has been delivered.

11.1.11 The percentages allowed for overhead, profit or commission under Subsection 11.1.8 shall be deemed to include: (1) home office supervision, administration and overhead; (2) general insurance, except that listed as the labor burden; (3) use of hand tools; (4) shop burden; (5) engineering and estimating costs; (6) cost except those enumerated under Subsection 11.1.7.

11.1.12 Except for changes based on Unit Prices included in the Contract, cost changes shall be computed by determining the actual basic costs enumerated under Subsection 11.1.7 to which the overhead may be added, then the profit figures may be added and finally adding the sales tax on materials.

11.1.13 Subcontractors shall compute their costs in the same way and are subject to the same maximum percentage for overhead and profit. To the Subcontractor's price, the Contractor may add commission as previously stipulated.

11.1.14 Not more than three (3) mark-ups for overhead, profit and commission will be allowed on any item of work. The mark-up on any part of the Work a Subcontractor subcontracts will be limited to one overhead figure and one profit figure, in addition to the Contractor's commission.

11.1.15 For Changes involving extra cost by a Subcontractor and the Contractor, the commission shall be applied directly to the Subcontractor's price, with the overhead and profit figures applied only to the Work the Contractor performs with his own forces.

11.1.16 For Changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to net difference where the extra exceeds the credit.

11.1.17 On Changes where the value or extent of Work cannot be reasonably pre-determined or agreed upon, the Owner, at its sole discretion, may authorize Work to proceed on an agreed upon cost plus basis, not to exceed a pre-determined maximum amount. In such cases, the basic costs and make-up for overhead, profit and commission will be in accordance with this Subsection 11.1. The Owner reserves the right to employ others to perform this Work.

11.1.18 Unit Prices proposed on the bid form and included in the Contract are not subject to further profit, overhead or commission adjustments, nor the conditions of Subsections 11.1.6 through 11.1.16. The Contract Sum will be adjusted by the direct extension of the number of units and the Unit Prices.

11.1.19 The Owner may, at its discretion, initiate procedures for Modifications for Changes in the Work involving the Contract Sum, prior to preparation of a formal Change Order. Such Modifications shall be signed by authorized representatives of the Owner, shall be subject to the same conditions and cost proposals as Change Orders, shall order and authorize the Contractor to proceed with the Changes in the Work and shall have the same effect as a Change Order except the Contract Sum or Contract Time will not be changed until the Modification has been incorporated in a subsequent Change Order.

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11.1.20 Except in an emergency endangering life or property, the Contractor shall make no Changes in the Work affecting the Contract Sum or Contract Time unless in pursuance of a Change Order from the Owner, whereby the scope of the change and the cost, or basis of payment, is agreed upon.

11.1.21 Should the Contractor find during progress of the Work that, in his judgment, existing conditions or requirements make desirable, or beneficial, a Modification in the Contract requirements, he shall promptly report such matter to the Project Architect or, if none, the Owner's Representative in writing, for decision and instruction.

11.1.22 If Unit Prices are stated in the Construction Documents or subsequently agreed upon and if the quantities originally contemplated are so changed that application of the agreed unit prices to the quantities of Work proposed will create a hardship on the Owner, or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.

11.1.23 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with or not inferable from the conditions indicated by the Drawings, Specifications, or Owner-furnished information and should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim made within two (2) days after the first observance of the conditions and before such conditions are disturbed, destroyed or covered up. Written notification is a condition precedent to recovery for any additional cost incurred.

11.1.23.1 Owner shall not be responsible for any increased costs or time resulting from conditions which could reasonably be discovered through a site investigation or which may be reasonably anticipated by someone knowledgeable of local conditions in accordance with Article 1.2 or which do not result in an actual increase in costs.

11.1.23.2 The Contractor agrees to provide the Owner with notice of the condition as required above and understands that the failure to give said notice will prevent the Owner from investigating said claim before conditions are disturbed. The Contractor agrees that it waives any and all claims pursuant to Article 11.1.23 should the Owner not have actual notice of the condition and be permitted to participate in any change in the methods or means of performing the Work and be provided the actual opportunity to monitor all additional or extra costs incurred by the Contractor arising out of any change in the methods or means of performing the Work.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within two (2) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor and approval to proceed issued to the Contractor prior to execution of the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 11.3. The giving of such notice shall be a condition precedent to any obligation of Owner to modify either the contract time or amount. No such claim shall be valid and Contractor waives any such claim unless notice is

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so made. Any change in the Contract Sum resulting from such claim shall be authorized by a Change Order.

11.2.2 If the Contractor claims that additional cost is involved because of (1) any written interpretation issued pursuant to Subsection 1.2.4. or (2) any written order for a minor change in the Work issued pursuant to Section 11.3, the Contractor shall make such claim as provided in Subsection 11.2.1.

11.3 MINOR CHANGE IN THE WORK

11.3.1 The Project Architect shall have the authority to order minor changes in the Work not involving an adjustment in the Contract Sum or Contract Time. The Owner also reserves the right to make minor changes through the Project Architect in dimensions, location, arrangements, or details to accommodate changes in other materials and equipment, improve the Work or prevent unforeseen interference with structural or other features. Such changes shall be made without change in the Contract Sum.

11.3.2 Such changes shall be effected by written Field Order and such changes shall be binding on the Owner and Contractor. The Contractor shall carry out such written order promptly.

11.3.3 In the case of an emergency the Contractor shall proceed and the Contractor and/or the Project Architect shall record such action for later determination of any change in Contract Sum or Contract Time that may be appropriate.

ARTICLE 12., UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be installed or covered contrary to the provisions of the Contract Documents or the instructions of the Project Architect it must, if required by the Project Architect or, if none, the Owner's Representative, be removed or uncovered for observation and replaced at the Contractor's expense. The Contractor shall give timely notice to the Project Architect of the readiness of Work for observation.

12.1.2 If any other Work has been covered which the Contract Documents do not require, or which the Project Architect has not specifically requested to observe prior to being covered, the Project Architect or the Owner's Representative may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents the cost of uncovering and replacement shall, by appropriate Change Order, be paid to the Contractor. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor, all Subcontractors, and Sub-subcontractors shall be bound by the conditions of this Section 12.2. The Contractor shall promptly correct all Work rejected by the Project Architect as defective or as failing to conform to the Contract Documents, whether observed

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before or after Completion and whether or not fabricated, installed or completed, unless the Owner elects to accept the Work as provided for under Section 12.3. The Contractor shall bear all costs of correcting such rejected Work, including the cost of Project Architect's additional services thereby made necessary. Work rejected before Final Completion shall be corrected prior to final payment.

12.2.1.1 Corrective Work shall be performed in a manner approved by the Project Architect using methods and materials that result in the completed Work being equal to the new Work specified. In no case shall the Owner accept used or repaired facilities unless approved by Change Order with a cost reduction acceptable to the Owner.

12.2.2 If, within one year after date of Substantial Completion, or designated portion thereof, or within one year after acceptance of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive the termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.1 If Owner at any time within the applicable statute of limitations discovers work not in conformance with the Contract Documents, and not previously specifically accepted by Owner in writing despite its nonconformity, Contractor shall replace or repair same at its sole expense. Surety shall remain liable upon its performance bond with respect to such non-conforming work.

12.2.3 Except as provided under Subsection 12.2.5 the commencement of the specified guaranty or correction of Work periods covered by this Article, or any other special specified period, shall be the date of the Substantial Completion of the last unit, part or phase of the Work, except for any Work then noted as incomplete or unsatisfactory. The guarantee period for said incomplete or unsatisfactory work shall start on the date of final correction or remedy and the acceptance of these features by the Owner. In the absence of specifically noted dates for Substantial Completion (or of acceptance, in writing, of corrected Work), the date of final payment on the entire Contract will be the start of the guarantee period. Occupancy or use of the Work shall not start the guarantee periods at any earlier date.

12.2.4 The specified correction of Work or general guarantee periods, or other special guarantees specified for other periods of time, or by law, shall not be limited by any warranty of a manufacturer, producer, supplier or Subcontractor or other source. The specified guarantees shall be provided by the Contractor, who shall make his own arrangements with the manufacturer, producer, supplier, Subcontractor or other source as he may choose. Where a manufacturer, producer, supplier or Subcontractor guarantees or provides warranties in excess of the general guarantees, the extended guarantees and warranties shall be passed to the Owner, the same as though they were specified under this Article 12.

12.2.5 Except as provided in the Contract Documents, should special circumstances indicate an earlier commencement of guarantee or correction of Work periods than on Substantial Completion is reasonable for certain parts of the Work in the opinion of the Owner, the Owner may consider such earlier start provided suitable credit is given the Owner. An earlier start of the periods shall be only with the Owner's written approval of the time and acceptance of the credit by a Change Order.

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12.2.6 All such defective or non-conforming Work under Subsections 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

12.2.7 If the Contractor does not remove such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) additional days written notice the Owner may sell such Work at auction or at a private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Project Architect's additional services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payment then or thereafter due the Contractor is not sufficient to cover such amount, the Contractor and/or its surety shall pay the difference to the Owner.

12.2.8 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Section 3.4.1.

12.3 ACCEPTANCE OF NON-CONFORMING WORK

12.3.1 If, in the opinion of the Owner, it is expedient, or in its best interest, or should the Owner choose to accept non-conforming Work for convenience, it may do so instead of requiring the removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum for the difference in value together with an allowance for damage or loss of quality. If the amount is determined after final payment, it shall be paid by the Contractor or his Surety. The amount shall be determined by the Owner.

ARTICLE 13., TERMINATION OF THE CONTRACT

13.1 TERMINATION BY THE CONTRACTOR

13.1.1 If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable or if the Work should be stopped for a period of thirty (30) days by the Contractor for failure to receive payment within thirty (30) days after payment is due, then the Contractor may, upon ten (10) days written notice to the Owner, terminate the Contract and recover from the Owner, payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit upon work in place. Contractor shall be entitled to no other compensation or consequential damages. Such right to termination, however, shall not extend to material shortages as a result of market conditions, diminishing resources or other causes except a formally declared emergency specifically restricting or preventing the use of materials.

13.2 TERMINATION BY THE OWNER

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13.2.1 If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen, adequate equipment in good working order, or proper materials to satisfactorily prosecute and complete the Work according to schedule and within the Contract Time, or if he fails to make prompt payment to Subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of any breach of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor forty-eight (48) hours notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

13.2.2 If the Owner completes the Work and the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including the Owner's additional costs, attorneys' costs and compensation for the Project Architect's additional services, an amount shall be paid to the Contractor only to the extent as will compensate him for the Work the Contractor actually performed. If such cost for the Owner to complete the Work exceeds such unpaid balance, the Contractor or his Surety shall pay the difference to the Owner. The cost incurred as herein provided shall be certified by the Owner. If, after termination of the Contractor's right to proceed has been invoked pursuant to Subsection 13.2.1, it is determined that the Contractor was not in violation of Subsection 13.2.1, the rights and obligations of the parties will be the same as if the termination had been issued pursuant to Subsection 13.2.4.

13.2.3 If the Owner elects to complete the work pursuant to Subsection 13.2.1 and the cost of such completion exceeds the unpaid contract balance, Contractor's Surety shall within thirty (30) days of its receipt of such certified costs pay the amount of such deficiency to the Owner. Such payment by the Surety shall be made regardless of any dispute between Owner and Contractor relative to such termination. In the event it is ultimately determined that Contractor was not in default and Owner's termination of the contract was improper Owner shall refund such payment to Surety.

13.2.3.1 Owner, Contractor and Surety agree and stipulate that Surety's obligation to pay under this subsection and the Bond may be specifically enforced in the Portage County, Ohio Court of Common Pleas and that Owner has no adequate remedy at law in the event Surety should fail to make payment as specified herein. Owner shall further be entitled to collect from Surety all attorneys' fees incurred in either the specific enforcement of this provision, the prosecution of any claim against the bond or the defense or prosecution of any claim under this Article 13.

13.2.3.2 In the event of such termination any liquidated damage provision applicable shall continue to apply to compensate Owner for loss of use of the project. Such liquidated damages shall continue to accrue until the completion of the project.

13.2.4 In addition to any other rights Owner may have at law or under this Agreement with respect to cancellation or termination, Owner may terminate this Agreement for Owner's convenience as to all or any part of the Work for which Contractor's performance is not yet complete by giving notice of termination to Contractor. In the event Contractor is not in default under this Agreement at the time such notice is given, Owner will make payment to Contractor based on the proportion of the Work complete at the time notice of termination is provided to Contractor as determined pursuant to Section 9.3. In addition, Owner will make an equitable termination payment for the costs expended or unavoidably incurred in connection with the demobilization of the Contractor's activities at the Project as determined by Subsection 11.1.4.4. In

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no event is Owner obligated to pay Contractor for any anticipated profit or overhead for Work which has not been performed through the date notice of termination pursuant to Subsection 13.2.4 is issued. Contractor shall submit its claim for a termination payment within thirty (30) days after receiving notice of termination and shall take prompt and reasonable action to minimize costs which form part of such claim.

13.2.5 If Contractor files a petition seeking protection under the United States Bankruptcy Code, Contractor agrees that Owner may elect to continue the prosecution of the Work with its own forces or hire separate contractors until such time as Contractor elects to assume or reject the unperformed portion of this Agreement. All cost and expense incurred by Owner during Contractor's election period will be deducted from the Contract Sum. If Contractor elects to assume the unperformed portion of this Agreement, Contractor agrees that all subsequent payments made by Owner to Contractor shall be applied by Contractor against all unpaid obligations in performing the Work and shall not be applied to administrative expenses of the Contractor's bankruptcy or considered general assets of the estate.

ARTICLE 14., INSURANCE

14.1 INSURANCE TO BE PROVIDED

14.1.1 The Contractor shall purchase, provide and maintain for himself and for all Subcontractors, and as specified for the Owner: Owner's and Contractor's Liability Insurance and Property Insurance upon the entire Work, including Worker's Compensation Insurance and Comprehensive Automobile Liability Insurance.

14.1.2 The Contractor shall not commence Work under this Contract until he has obtained all the insurance required under this Article and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

14.1.3 The insurance required under Article 14 hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and also against any of the special hazards which may be encountered in the performance of this Contract as enumerated herein.

14.1.4 The Contractor shall file with the Owner a copy of all policies required by this Agreement.

14.1.5 If the Owner requests in writing insurance for risks other than those described in this Article, the Contractor shall, if possible, include such insurance and the cost thereof shall be charged to the Owner by appropriate Change Order.

14.2 OWNER'S AND CONTRACTOR'S LIABILITY INSURANCE

14.2.1 The Contractor shall provide Owner's and Contractor's Protective Liability Insurance coverage, with the "Community EMS District" as "Named Insured," of such nature as to indemnify and save harmless the Owner and its agents and employees from and against all claims, damages,

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losses and expenses, including attorneys' fees arising out of or resulting from the performance of this Contract. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any Subcontractor under the Workers' Compensation acts, disability benefit acts, or other employee benefit acts. The Contractor, through his insurance coverage, shall defend any and all suits that may be brought against the parties indemnified on account of any such occurrences.

14.2.2 The Contractor shall purchase and maintain such insurance as will protect him, his Subcontractors and Sub-subcontractors and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or Sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including those of the owner:

14.2.2.1 Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

14.2.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

14.2.2.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

14.2.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

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

14.2.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

14.2.3 The insurance required by Subsection 14.2.1 shall be written for not less than any limits of liability specified herein or required by law, whichever is greater.

14.2.4 The insurance required by Subsection 14.2.1 shall include contractual liability insurance applicable to the Contractor's obligations pursuant to the Contract Documents.

14.2.5 Policies of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Policies shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Owner.

14.2.6 The Contractor shall procure and maintain insurance as follows:

14.2.6.1 Workers' Compensation, from the Industrial Commission and Bureau of Worker's Compensation, State of Ohio, for the period of time specified during which construction commences, and renewals for subsequent periods so long as the project continues.

14.2.6.2 The following limits of insurance shall be obtained by the Contractor:

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COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit (CSL) Bodily Injury (BI) including death and Property Damage (PD):
Per Occurrence \$1,000,000.00

with a \$2,000,000.00 policy aggregate and additional excess coverage of \$4,000,000 shall be required, (an excess umbrella or primary basis is acceptable) providing coverage for:

- a) Premises - operations
- b) Liability for independent contractors
- c) Completed operations - commencing with issuance of final Certificate for Payment
- d) Contractual liability
- e) Liability for explosion, collapse and underground property damage
- f) Stop-gap
- g) Employee benefits, errors and omissions

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury and Property Damage for liability arising out of the Ownership, maintenance or use of all owned, non-owned, and hired automobiles, if not covered under general liability coverage CSL, BI and PD:
Per Occurrence \$1,000,000.00

and additional excess coverage of \$4,000,000 shall be required. (An excess umbrella or primary basis is acceptable.)

14.3 COMBINED PROPERTY INSURANCE

14.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurance value thereof. This insurance shall include the interest of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the Owner intends to purchase such insurance for the full insurable value of the entire Work, he shall inform the Contractor in writing prior to commencement of the Work. If not covered under the all risk insurance or otherwise provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included in an Application for Payment. Such insurance shall include a clause to allow the Owner to occupy before completion.

14.3.2 The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractors, Subcontractors and Sub-subcontractors in the Work.

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14.3.3 Any loss insured under Subsection 14.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subsection 14.3.6. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

14.3.4 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, officers, members, agents and employees each of the other, and (2) the Project Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Section 14.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require by written agreements with each of the Subcontractors and Sub-subcontractors that they waive all rights against each other and all other parties enumerated in this Subsection 14.3.4.

14.3.5 If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach, or in accordance with an award by a court of competent jurisdiction. If after such loss some other special agreement is made, replacement of damaged work shall be covered by an appropriate Change Order.

14.3.6 The Owner as trustee shall have power to adjust and settle any loss with the insurers.

14.3.7 If the Owner finds its necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy shall commence at a time determined by the Owner. The Contractor's insurance company or companies shall have consented by endorsement to the policy or policies to allow the Owner to occupy before completion.

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COMMUNITY EMS – INTERIOR RENOVATIONS

SECTION 01010 SUMMARY OF WORK

Project Location: 15228 STATE Route 528 (Madison Road)
Middlefield, Ohio 44062

Project Owner: Middlefield Township Trustees

Project Description: The Project consists one bid package including:

DEMOLITION:

Site Demolition for new work

NEW WORK:

Construct roughly 4,300 sf of New Building with offices, and garage space for EMS vehicles

Related Site Work including grading and paving

New Mechanical System

New Electrical Service from the road

General Contractor is responsible for all Permits & Fees. The existing building on the site will continue to be used during this construction period, so rules governing the contractor's staging area and use of site will be established. Contractors are not to disrupt the functions of the existing building.

Contractor Use of Premises: Contractor shall confine his activities to areas within the Project property lines and the contractor's designated staging area. Access to the premises must be maintained at all times. Site shall be maintained in a neat and orderly manner during construction. Debris shall not be allowed to accumulate and shall be removed from the site on a regular basis.

Contract Documents: Titled "Middlefield Township – New EMS Building" were prepared by T Manfrass and Associates Architects, LLC, 101 Parkway North, Ravenna, OH 44266.

END OF SECTION

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SECTION 01020 ALLOWANCES

2.1 GENERAL

- A. Selected materials and equipment, and in some cases installation, are specified in the Contract Documents by allowances. Allowances are established to defer selection of actual materials and equipment until additional information is available. Additional requirements will be issued by Change Order.
- B. Types of allowances required include the following:
 - 1. Lump-sum allowances.
- C. Division 1 Section "Modification Procedures" specifies procedures for submitting and handling Change Orders.
- D. Selection and Purchase: At the earliest practical date after award of the Contract, advise the Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- E. At the Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- F. Purchase products and systems from the designated supplier.
- G. Submittals: Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
 - 1. Submit invoices or delivery slips to show quantities of materials delivered to the site for use in fulfilling each allowance.
- H. Unused Materials: Return unused materials for credit to Owner, after installation has been completed and accepted.
 - 1. Prepare and deliver unused material for storage by Owner when it is not economically practical to return the material for credit. Otherwise, disposal of unused material is the Contractor's responsibility.

2.2 PRODUCTS (Not Applicable)

2.3 EXECUTION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.
- B. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- C. ALLOWANCES:
 - 1. Contractor to include an allowance of \$2.50/sf for Carpet Tile in the sleeping rooms.
 - 2. Contractor to include an allowance of \$4,000 for Permits

END OF SECTION

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SECTION 01027 APPLICATIONS FOR PAYMENT

2.1 GENERAL

- A. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. List of products.
 - e. List of principal suppliers and fabricators.
 - f. Schedule of submittals.
 - 2. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- C. Format and Content: Use the Project Manual table of contents or CSI Divisions as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section and Subcontractor.
 - 1. Include the following Project identification:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into line items of no more than \$30,000. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 - 4. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - 5. Provide separate line items for initial cost of the materials, for each subsequent stage

- of completion, and for total installed value.
6. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items or distributed as general overhead expense.
 7. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- D. Applications for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- E. Payment-Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- F. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- G. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- H. Transmittal: Submit 3 executed original copies of each Application for Payment to the Architect within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
 1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- I. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.
 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Submit each Application for Payment with Contractor's waiver of lien for the period of construction covered by the previous application.
 - a. Submit final Applications for Payment with final waivers from every entity involved with performance of the Work covered by the application who may file a lien.
 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. Contractor's Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.

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7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
- K. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
1. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - a. Occupancy permits.
 - b. Warranties and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Changeover information related to Owner's occupancy.
 - g. Final cleaning.
 - h. Application for reduction of retainage and consent of surety.
- L. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Transmittal of Project construction records to the Owner.
 4. Proof that taxes, fees, and similar obligations were paid.
 5. Removal of temporary facilities and services.
 6. Change of door locks to Owner's access, and return of all keys.

2.0 PRODUCTS (Not Applicable)

3.0 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01035 MODIFICATION PROCEDURES

2.1 GENERAL

- A. Minor Changes in the Work: The Architect will issue instructions authorizing minor changes in the Work on AIA Form G710.
- B. Owner-Initiated Change Order Proposal Requests: The Architect will issue a description of proposed changes in the Work that require adjustment to the Contract Sum or Time. The description may include supplemental or revised Drawings and Specifications.
 - 1. Proposal requests are for information only. Do not consider them an instruction to stop work or to execute the proposed change.
 - 2. Within 7 days of receipt, submit an estimate of cost necessary to execute the change for the Owner's review.
 - a. Include an itemized list of products required and unit costs, with the total amount of purchases.
 - b. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate the effect the change will have on the Contract Time.
- C. Contractor-Initiated Proposals: When unforeseen conditions require modifications, the Contractor may submit a request for a change to the Architect.
 - 1. Describe the proposed change. Indicate reasons for the change and the effect of the change on the Contract Sum and Time.
 - 2. Include an itemized list of products required and unit costs, with the total amount of purchases.
 - 3. Indicate taxes, delivery charges, equipment rental, and amounts of trade discounts.
- D. Proposal Request Form: Use AIA Document G709.
- E. Allowance Adjustment: Base Change Order Proposals on the difference between the purchase amount and the allowance, multiplied by the measurement of work-in-place. Allow for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs only where indicated as part of the allowance.
 - 2. Prepare explanations and documentation to substantiate margins claimed.
 - 3. Submit substantiation of a change in work claimed in the Change Orders related to unit-cost allowances.
- F. Submit claims for increased costs because of a change in the allowance, whether for purchase order amount or handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of authorization to proceed. The Owner will reject claims submitted later than 21 days.
 - 1. Do not include indirect expense in cost amount unless the Work has changed from that described in Contract Documents.
 - 2. No change to indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- G. Construction Change Directive: When Owner and Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714 instructing the Contractor to proceed with a change.
 - 1. The Construction Change Directive contains a description of the change and designates

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the method to be followed to determine change in the Contract Sum or Time.

- H. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completing the change, submit an itemized account and supporting data to substantiate Contract adjustments.
- I. Change Order Procedures: Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order on AIA Form G701.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01040 COORDINATION

2.1 GENERAL

- A. This Section includes requirements for coordinating construction operations including, but not necessarily limited to, the following:
 - 1. Coordination drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Cleaning and protection.

2.2 COORDINATION

- A. Coordinate construction to assure efficient and orderly installation of each part of the Work. See the description of sequence of construction on Sheet A-1, "ROOF PLAN AND SCOPE OF WORK". Coordinate operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule operations in the sequence required to obtain the best results where installation of one part depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required procedures with other activities to avoid conflicts and assure orderly progress. Such activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Delivery and processing of submittals.
 - 3. Progress meetings.
 - 4. Project closeout activities.
- D. Conservation: Coordinate construction to assure that operations are carried out with consideration for conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not incorporated in, the Work.
- E. Coordination Drawings: Prepare coordination drawings if needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space necessitates maximum utilization of space for efficient installation of different components.
 - 1. Show the relationship of components shown on separate shop drawings.
 - 2. Indicate required installation sequences.
 - 3. Comply with requirements contained in Section "Submittals."
- F. Staff Names: Within 15 days of commencement of construction, submit a list of the Contractor's staff assignments, including the superintendent and other personnel at the Project Site. Identify individuals and their responsibilities. List their addresses and telephone numbers.
 - 1. Post copies in the Project meeting room, the temporary field office, and each temporary

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telephone.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION

- A. Inspection of Conditions: Require Installers of major components to inspect substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected.
- B. Coordinate temporary enclosures with inspections and tests to minimize the need to uncover completed construction.
- C. Clean and protect construction in progress and adjoining materials, during handling and installation. Apply protective covering to assure protection from damage.
- D. Clean and maintain completed construction as necessary through the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- E. Limiting Exposures: Supervise construction to assure that no part is subject to harmful, dangerous, or damaging exposure. Such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Water or ice.
 - 5. Solvents and chemicals.
 - 6. Abrasion.
 - 7. Soiling, staining, and corrosion.
 - 8. Combustion

END OF SECTION

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SECTION 01045 CUTTING AND PATCHING

2.1 GENERAL

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- B. Operational Limitations: Do not cut and patch operating elements in a manner that would reduce their capacity to perform as intended. Do not cut and patch operating elements in a manner that would increase maintenance or decrease operational life or safety.
- C. Visual Requirements: Do not cut and patch exposed construction in a manner that would, in the Architect's opinion, reduce the site's aesthetic qualities. Do not cut and patch in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
 - 1. There are no known existing warranties on the existing roofing systems. Bidder shall be or shall engage a recognized experienced and specialized firm for the:
 - a. Semi-circular gutter
 - b. Wood cornice construction
- D. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged in such a manner as not to void warranties. There are no known existing warranties on the existing roofing systems.

2.1 PRODUCTS

- A. Use materials identical to existing materials. Use materials that visually match adjacent surfaces to the fullest extent possible if identical materials are unavailable. Use materials whose performance will equal that of existing materials.

3.1 EXECUTION

- A. Examine surfaces to be cut and patched and conditions under which work is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect existing construction to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Avoid cutting pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.
- F. Performance: Employ skilled workmen. Proceed at the earliest feasible time and complete without delay.
 - 1. Cut construction to install other components or perform other construction and subsequent fitting and patching required to restore surfaces to their original condition.
- G. Cutting: Cut using methods that will not damage elements retained or adjoining construction. Comply with the original Installer's recommendations.
 - 1. Use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring finished surfaces, cut or drill from the exposed or finished side into

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- concealed surfaces.
3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- H. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove floor and wall coverings and replace with new materials to achieve uniform color and appearance.
 - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch after the area has received primer and second coat.
 4. Patch, repair, or rehang ceilings as necessary to provide an even-plane surface of uniform appearance.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar items. Clean piping, conduit, and similar features before applying paint or finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 01200 PROJECT MEETINGS

2.1 GENERAL

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. Preconstruction conferences.
 - 2. Progress meetings.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction. Review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; and other concerned parties shall attend. Participants shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items that could affect progress, including the following:
 - a) Tentative construction schedule.
 - b) Critical work sequencing.
 - c) Submittal of Shop Drawings, Product Data, and Samples.
 - d) Use of the premises.
- C. Progress Meetings: Conduct progress meetings at the Project Site at regular intervals. Notify the Owner and the Architect of scheduled dates. Coordinate meeting dates with preparation of the payment request. Typically meetings shall be scheduled every two weeks through the construction period, with the schedule changed to weekly as necessary when the completion of the project warrants.
 - 1. Attendees: The Owner, Architect, and other entities concerned with current progress or involved in planning, coordination, or future activities shall be represented. Participants shall be authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of the previous meeting. Review items of significance that could affect progress. Include topics for discussion appropriate to Project status.
 - 3. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule. Determine how to expedite construction behind schedule; secure commitments from parties involved to do so. Discuss revisions required to insure subsequent activities will be completed within the Contract Time. Review the present and future needs of each entity present, including the following:
 - a) Time.
 - b) Sequences.
 - c) Status of submittals.
 - d) Deliveries and off-site fabrication problems.
 - e) Temporary facilities and services.
 - f) Quality and work standards.
 - g) Change Orders.
 - h) Reporting: Distribute meeting minutes to each party present and to parties who should have been present. Include a summary of progress since the previous meeting and report.
 - i) Schedule Updating: Revise the Contractor's Construction Schedule after each meeting where revisions have been made. Issue the revised schedule

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concurrently with the report of each meeting.

- 2.2 PRODUCTS (Not Applicable)
- 2.3 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01230

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

Add Alternate G-1: ??????

Add Alternate G-2: ??????

Add Alternate G-3: ??????

Add Alternate M-1: ??????

END OF SECTION

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SECTION 01300 SUBMITTALS

2.1 GENERAL

- A. Submittal Procedures: Coordinate submittal preparation with construction, fabrication, other submittals, and activities that require sequential operations. Transmit in advance of construction operations to avoid delay.
1. Coordinate submittals for related operations to avoid delay because of the need to review submittals concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 2. Processing: Allow 1 week for initial review. Allow more time if the Architect must delay processing to permit coordination. Allow 1 week for reprocessing.
 - a. No extension of Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.
 3. Submittal Preparation: Place a permanent label on each submittal for identification. Provide a 4- by 5-inch (100- by 125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Architect.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 4. Submittal Transmittal: Package each submittal appropriately. Transmit with a transmittal form. The Architect will not accept submittals from sources other than the Contractor.
 5. Transmittal Form: Use AIA Document G810. On the form, record requests for data and deviations from requirements. Include Contractor's certification that information complies with requirements.
- B. Contractor's Construction Schedule: Prepare a horizontal bar-chart-type, contractor's construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first working day of each week. Use the same breakdown of Work indicated in the "Schedule of Values." Indicate estimated completion in 10 percent increments. As Work progresses, mark each bar to indicate actual completion.
1. Submit within 15 days of the date established for "Commencement of the Work."
 2. Prepare the schedule on stable transparency, or other reproducible media, of width to show data for the entire construction period.
 3. Secure performance commitments from parties involved. Coordinate each element with other activities; include minor elements involved in the Work. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 4. Coordinate with the Schedule of Values, list of subcontracts, Submittal Schedule, payment requests, and other schedules.
 5. Indicate completion in advance of Substantial Completion. Indicate Substantial

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- Completion to allow time for the Architect's procedures necessary for certification of Substantial Completion.
6. Phasing: Show how phased completion affects the Work.
 7. Work Stages: Indicate important stages for each portion of the Work.
- C. Submittal Schedule: After developing the Contractor's Construction Schedule, prepare a schedule of submittals. Submit within 10 days of submittal of the Construction Schedule.
1. Coordinate with list of subcontracts, Schedule of Values, list of products, and the Contractor's Construction Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Date for first submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of the subcontractor.
 - e. Description of the Work covered.
 - f. Date for the Architect's final approval.
 3. Schedule Distribution: Distribute copies of the Contractor's Construction Schedule and the Submittal Schedule to the Architect, Owner, subcontractors, and parties required to comply with submittal dates. Post copies in the field office.
 - a. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their Work and are no longer involved in construction activities.
 - b. Updating: Revise the schedule after each meeting or activity where revisions have been made. Issue the updated schedule concurrently with the report of each meeting.
- D. Daily Construction Reports: Prepare a daily report recording events at the site. Submit duplicate copies to the Architect at weekly intervals. Include the following information:
1. List of subcontractors at the site.
 2. High and low temperatures, general weather conditions.
 3. Accidents and unusual events.
 4. Stoppages, delays, shortages, and losses.
 5. Meter readings and similar recordings.
 6. Emergency procedures.
 7. Orders and requests of governing authorities.
 8. Services connected, disconnected.
 9. Equipment or system tests and startups.
 10. Substantial Completions authorized.
- E. Shop Drawings: Submit newly prepared information drawn to scale. Indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates and full-size Drawings, submit one copy of the submittal in pdf format which the Architect will review and return with stamp indicating the review status and if correction and subsequent submittal is required. The Architect will return the submittal in pdf format from which the Contractor shall make official field

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- copies of the submittal.
- a. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- F. Product Data: Collect Product Data into a single submittal for each element of construction. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, mark copies to indicate applicable information.
1. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
 3. Submittals: Submit 2 copies; submit 4 copies where required for maintenance manuals. The Architect will retain one and return the other marked with action taken.
 - a. Unless noncompliance with Contract Documents is observed, the submittal serves as the final submittal.
 4. Distribution: Furnish copies to installers, subcontractors, suppliers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - a. Do not use unmarked Product Data for construction.
- G. Samples: Submit full-size Samples cured and finished as specified and identical with the material proposed. Mount Samples to facilitate review of qualities.
1. Include the following:
 - a. Specification Section number and reference.
 - b. Generic description of the Sample.
 - c. Sample source.
 - d. Product name or name of the manufacturer.
 - e. Compliance with recognized standards.
 - f. Availability and delivery time.
 2. Submit Samples for review of size, kind, color, pattern, and texture, for a check of these characteristics, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variations are inherent in the material, submit at least 3 units that show limits of the variations.
 - a. Refer to other Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar characteristics.
 - b. Refer to other Sections for Samples to be incorporated in the Work. Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - c. Samples not incorporated into the Work, or designated as the Owner's property, are the Contractor's property and shall be removed from the site.
 3. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from standard choices. The Architect will review and return submittals indicating selection and other action.
 4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit 3 sets. One set

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will be returned marked with the action taken. Maintain sets of Samples, at the Project Site, for quality comparison.

- a. Unless noncompliance with Contract Documents is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
5. Distribution of Samples: Distribute additional sets to subcontractors, manufacturers, and others as required for performance of the Work. Show distribution on transmittal forms.
- H. Quality Assurance Submittals: Submit quality-control submittals, including design data, certifications, manufacturer's instructions, and manufacturer's field reports required under other Sections of the Specifications.
1. Certifications: Where certification that a product or installation complies with specified requirements is required, submit a notarized certification from the manufacturer certifying compliance.
 - a. Signature: Certification shall be signed by an officer authorized to sign documents on behalf of the company.
- I. Architect's Action: Except for submittals for the record or information, where action and return are required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.
1. Action Stamp: The Architect will stamp each submittal with an action stamp. The Architect will mark the stamp appropriately to indicate the action taken.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01400 QUALITY CONTROL

2.1 GENERAL

- A. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Architect.
- B. Contractor Responsibilities: Unless they are the responsibility of another entity, Contractor shall provide inspections and tests specified elsewhere and required by authorities having jurisdiction. Costs for these services are included in the Contract Sum.
 - 1. Where inspections and tests are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform these services. Costs for these services are included in the Contract Sum.
- C. Retesting: The Contractor is responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
 - 1. The cost of retesting is the Contractor's responsibility where tests performed indicated noncompliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include the following:
 - 1. Providing access to the Work.
 - 2. Furnishing incidental labor and facilities to assist inspections and tests.
 - 3. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - 4. Providing facilities for storage and curing of test samples.
 - 5. Delivering samples to testing laboratories.
 - 6. Providing preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - 7. Providing security and protection of samples and test equipment.
- E. Duties of the Testing Agency: The testing agency shall cooperate with the Architect and the Contractor in performing its duties. The agency shall provide qualified personnel to perform inspections and tests.
 - 1. The agency shall notify the Architect and the Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency shall not release, revoke, alter, or enlarge requirements or approve or accept any portion of the Work.
 - 3. The agency shall not perform duties of the Contractor.
- F. Coordination: Coordinate activities to accommodate services with a minimum of delay. Avoid removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling inspections, tests, taking samples, and similar activities.
- G. Submittals: Submit a certified written report, in duplicate, of each inspection or test through the Contractor.
 - 1. Submit additional copies of each report to the governing authority, when the authority so directs.
 - 2. Report Data: Reports of each inspection, test, or similar service include, but are not limited to, the following:

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- a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.
- H. Qualifications for Service Agencies: Engage inspection and testing service agencies that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
1. Each agency shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION

- A. Repair and Protection: Upon completion of inspection, testing, and sample taking, repair damaged construction. Restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for inspection and testing.

END OF SECTION

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SECTION 01421 REFERENCED STANDARDS AND DEFINITIONS

2.1 GENERAL

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- M. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular

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situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- N. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- O. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.
- P. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- Q. Abbreviations and Names: Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.
- R. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

2.1 GENERAL

- A. Summary: This Section specifies construction facilities and temporary controls including temporary utilities, support facilities, and security and protection facilities.
- B. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements.
 - 2. Health and safety regulations.
 - 3. Utility company regulations.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.
- C. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- E. Temporary Utilities: Owner shall furnish temporary electric and water for this project.

2.1 PRODUCTS

- A. Materials: Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
 - 1. Tarpaulins: Waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
 - 2. If necessary for protection of anyone utilizing the Owner's property, safety fencing shall be provided and maintained for enclosing of the contractor's work and storage areas by the contractor.
- B. Equipment: Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
 - 1. Water Hoses: 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long. Provide adjustable shutoff nozzles at hose discharge.
 - 2. Electrical Outlets: Properly configured, NEMA-polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
 - 3. Electrical Power Cords: Grounded extension cords. Use hard-service cords where exposed to abrasion and traffic.
 - 4. Lamps and Light Fixtures: General service incandescent lamps. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
 - 5. Heating Units: Temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

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6. Fire Extinguishers: Hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - a. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

3.1 EXECUTION

- A. Installation, General: Use qualified personnel to install temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
 1. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
 2. Conditions of Use: Keep temporary facilities clean and neat in appearance. Operate safely and efficiently. Relocate as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- B. Temporary Utility Installation: Engage the local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 1. Sanitary Facilities: Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers.
 - a. Toilets: Install self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- C. Support Facilities Installation: Locate field offices, storage sheds, and other construction and support facilities for easy access and per the layout plan on sheet T-1. Remove prior to Substantial Completion.
- D. Security and Protection Facilities Installation: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion.
 1. Temporary Fire Protection: Until permanent facilities supply fire-protection needs, install and maintain temporary fire-protection facilities of types needed to protect against controllable fire losses. Comply with NFPA 10 and NFPA 241.
 - a. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell. Maintain unobstructed access to fire extinguishers.
 - b. Store combustible materials in containers in fire-safe locations.
 - a. Prohibit smoking in hazardous fire-exposure areas.
 - d. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

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2. Barricades, Warning Signs, and Lights: Comply with code requirements for erection of barricades. Paint with appropriate colors, graphics, and warning signs. Where appropriate and needed, provide lighting, including flashing red or amber lights.
 3. Environmental Protection: Operate temporary facilities and conduct construction in ways that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making equipment to hours that will minimize complaints.
- E. Operation: Enforce discipline in use of temporary facilities. Limit availability to intended uses to minimize waste and abuse.
- F. Maintenance: Maintain facilities in operating condition until removal. Protect from damage by freezing temperatures and similar elements. Maintain temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid damage.
1. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect during excavation.
 2. Termination and Removal: Remove each temporary facility when the need has ended, when replaced by a permanent facility, or no later than Substantial Completion. Complete or restore permanent construction delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - a. Materials and temporary facilities are the Contractor's property.
 - b. At Substantial Completion, clean and renovate permanent facilities used during the construction period.

END OF SECTION

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SECTION 01631 SUBSTITUTIONS

2.1 GENERAL

- A. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed after award of the Contract are considered requests for substitutions. The following are not requests for substitutions:
 - 1. Substitutions requested during the bidding period and accepted by Addendum prior to award of the Contract.
 - 2. Revisions to the Contract Documents requested by the Owner.
 - 3. Specified options included in the Contract Documents.
 - 4. Contractor's compliance with regulations issued by governing authorities.
- B. Substitution Request Submittal: The Architect will consider requests for substitution received within 60 days after commencement of the Work.
 - 1. Submit 3 copies of each request for substitution. Submit requests according to procedures required for change-order proposals.
 - 2. Identify the product or method to be replaced in each request. Include related Specification Section and Drawing numbers.
 - 3. Provide documentation showing compliance with the requirements for substitutions and the following information:
 - a. Coordination information, including a list of changes needed to other Work that will be necessary to accommodate the substitution.
 - b. A comparison of the substitution with the Work specified, including performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the substitution on Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification that the substitution conforms to the Contract Documents and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may become necessary because of the failure of the substitution to perform adequately.
 - 4. Architect's Action: If necessary, the Architect will request additional information within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection within 1 week of receipt of the request. Acceptance will be in the form of a change order.
 - a. Use the product specified if the Architect cannot make a decision within the time allocated.

2.1 PRODUCTS

- A. Conditions: The Architect will receive and consider a request for substitution when one or more of the following conditions are satisfied. Otherwise, the Architect will return the requests without action except to record noncompliance with these requirements.

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1. Extensive revisions to the Contract Documents are not required.
 2. Changes are in keeping with the intent of the Contract Documents.
 3. The specified product cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
 4. The request is related to an "or-equal" clause.
 5. The substitution offers the Owner a substantial advantage, in cost, time, or other considerations, after deducting compensation to the Architect for redesign and increased cost of other construction.
 6. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction not complying with the Contract Documents do not constitute an acceptable request for substitution, nor do they constitute approval.

3.1 EXECUTION (Not Applicable)

END OF SECTION

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SECTION 01700 CONTRACT CLOSEOUT

2.1 GENERAL

- A. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.
- B. Substantial Completion: Before requesting inspection for certification of Substantial Completion, complete the following:
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
 - a. Include supporting documentation for completion and an accounting of changes to the Contract Sum.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 4. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 5. Deliver tools, spare parts, extra stock, and similar items.
 - 6. Changeover locks and transmit keys to the Owner.
 - 7. Complete startup testing of systems and instruction of operation and maintenance personnel. Remove temporary facilities, mockups, construction tools, and similar elements.
 - 8. Complete final cleanup requirements, including touchup painting.
 - 9. Touch up and repair and restore marred, exposed finishes.
- C. Inspection Procedures: On receipt of a request for inspection, the Architect will proceed or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
 - 1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.
- D. Final Acceptance: Before requesting inspection for certification of final acceptance and final payment, complete the following:
 - 1. Final payment request with releases and supporting documentation. Include insurance certificates where required.
 - 2. Submit a statement, accounting for changes to the Contract Sum.
 - 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 - 4. Submit consent of surety to final payment.
 - 5. Submit evidence of continuing insurance coverage complying with insurance requirements.
- E. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
 - 1. Upon completion of reinspection, the Architect will prepare a certificate of final

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acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or obligations that have not been fulfilled but are required.

2. If necessary, reinspection will be repeated.
- F. Record Document Submittals: Do not use record documents for construction. Protect from loss in a secure location. Provide access to record documents for the Architect's reference.
- G. Record Drawings: Maintain a set of prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the drawing most capable of showing conditions fully and accurately. Give attention to concealed elements.
 1. Mark sets with red pencil. Use other colors to distinguish between variations in separate categories of the Work.
 2. Organize record drawing sheets into manageable sets. Bind with durable-paper cover sheets; print titles, dates, and other identification on the cover of each set.
- H. Record Specifications: Maintain one copy of the Project Manual, including addenda. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Give attention to substitutions and selection of options and information on concealed construction. Note related record drawing information and Product Data.
 1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.
- I. Maintenance Manuals: Organize operation and maintenance data into sets of manageable size. Bind in individual, heavy-duty, 2-inch (51-mm), 3-ring, binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
 1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Shop Drawings and Product Data.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires maintenance to provide instruction in proper operation and maintenance. Include a detailed review of the following items:
 1. Maintenance manuals.
 2. Spare parts, tools, and materials.
 3. Lubricants and fuels.
 4. Identification systems.
 5. Control sequences.
 6. Hazards.
 7. Warranties and bonds.
 8. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following:
 1. Startup and shutdown.
 2. Emergency operations and safety procedures.
 3. Noise and vibration adjustments.

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- C. Final Cleaning: Employ experienced cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Complete the following operations before requesting inspection for certification of Substantial Completion.
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials, including mirrors and glass. Remove glazing compounds. Replace chipped or broken glass.
 - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 - 5. Clean the site of rubbish, litter, and foreign substances. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.
- D. Removal of Protection: Remove temporary protection and facilities.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials and dispose of lawfully.

END OF SECTION

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SECTION 01740 WARRANTIES

2.1 GENERAL

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- D. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- F. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- G. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- H. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Architect.
- I. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

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1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- J. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

2.1 PRODUCTS (Not Applicable)

3.1 EXECUTION

- A. Provide warranties on products and installations as specified in these Specifications.

END OF SECTION