

New Offices for  
Morrow County Health District  
At  
480 Douglas Street  
Mt. Gilead, OH 43338

Bid Date: February 14, 2024  
Bid Time: 9:30 AM  
Bid Location: Commissioner's Office  
80 N. Walnut St.  
Mt. Gilead, OH 43338

Bid Specification Packet

For

Morrow County Commissioners  
80 N. Walnut St.  
Mt. Gilead, OH 43338

By

Omness Design, Inc.  
140 Fairfax Rd.  
Marion, OH 43302



## **TABLE OF CONTENTS**

- Title Page
- Table of Contents
- Bid Solicitation
- Instructions to Bidders
- Bid Form
- Bid Security Form
- Bidder's Qualifications
- Declaration of Insurance
- Agreement Form
- Performance and Payment Bond Form
- General Conditions
- Supplementary Conditions
- Findings for Recovery Database
- Prevailing Wages
- ACORD Insurance Form
- Drug Free Workplace
- Notice of Commencement
- Notice of Furnishing Form
- AIA G702 Application for Certificate for Payment
- AIA G703 Schedule of Values
- AIA G701 Change order Form
- AIA G707 Consent of Surety to Final Payment
- AIA G714 Construction Change Directive
- Partial Conditional Waiver
- Final Conditional Waiver
- Final Unconditional Waiver
- Affidavit of the Contractor
- Affidavit Payment of Prevailing Wages & Waiver of Lien
- Guarantee

## **TECHNICAL SPECIFICATIONS**

- 011000 Project Summary
- 012000 Price and Payment Procedures
- 014200 References
- 015000 Temporary Facilities and Control
- 064116 Plastic Laminate Faced Architectural Cabinets
- 064116 Solid Surface Tops
- 079200 Joint Sealants
- 081113 Hollow Metal Doors and Frames
- 081416 Flush Wood Doors
- 083513 Folding Doors
- 084113 Aluminum Entrances and Storefronts
- 092216 Non-Structural Metal Framing
- 092900 Gypsum Board
- 093013 Ceramic Tiling
- 095113 Acoustical Panel Ceilings
- 096513 Resilient Base and Accessories
- 096516 Rubber Sheet Flooring
- 096519 Resilient Tile Flooring
- 096813 Tile Carpeting
- 097720 Decorative Fiberglass Reinforced Wall Panels
- 099113 Exterior Painting
- 099123 Interior Painting
- 102113.17 Phenolic Core Toilet Compartments
- 102800 Toilet, Bath and Laundry Accessories

**END OF DOCUMENT**





**BID SOLICITATION**

Sealed bids will be received by:

Morrow County Commissioners  
80 N. Walnut Street  
Mt. Gilead, OH 43338.

for the following Project:

New Offices for  
Morrow County Health District  
480 Douglas Street  
Mt. Gilead, OH 43338

in accordance with the Contract Documents prepared by:

Omness Design, Inc.  
140 Fairfax Rd.  
Marion, OH 43302  
Paul Omness  
Email: odi.paul@omnessdesign.com

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer (“A/E”) no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

Bidders must submit Bids that comply with the version of the Standard Requirements included in the Contract Documents.

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

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

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program (“DFSP”) approved by the Ohio Bureau of Workers' Compensation (“OBWC”) prior to submitting a Bid and provide, on the Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in the General Conditions.

Bids will be received for:

<u>Trade</u>	<u>Estimate</u>
General Contract.....	\$1,415,000.00

until **February 14, 2024**, at **9:30 a.m.**, when all Bids will be opened and read aloud.

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on **January 23, 2024**, at **9:30 a.m.** at the following location: 480 Douglas St., Mt. Gilead, OH 43338.

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

The Contract Documents are available for purchase from R B Print Shop, Inc., 165 Trimble Rd., Mansfield, OH 44903; Tel. 419-524-2781; email: [info@rbprintshop.com](mailto:info@rbprintshop.com); the cost of set and shipping are non-refundable and shall be paid by the bidder.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the office of the A/E and the following locations: Morrow County Commissioners Office, 80 N. Walnut St., Mt. Gilead, OH 43338.

**END OF DOCUMENT**

# Document 00 21 13 - Instructions to Bidders (Limited Scope Project)

## State of Ohio Standard Requirements for Public Facility Construction

---

### ARTICLE 1 - GENERAL INSTRUCTIONS

#### 1.1 Applicable Law and Forum

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

#### 1.2 Project Scheduling and Coordination

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

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

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

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

#### 1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if: **(1)** delivered personally to a member of the organization for whom the notice is intended; **(2)** delivered, or sent by registered or certified mail, to the last known business address of the organization; or **(3)** sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 Notices provided to one project participant from another shall be simultaneously copied to the prospective Bidders, Owner and A/E.

### ARTICLE 2 - BIDDING PROCEDURES

#### 2.1 Examination of Contract Documents and the Site

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

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

2.1.3 Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following: condition, layout, and nature of the Site and surrounding area; availability and cost of labor; availability and cost of materials, supplies, and equipment; cost of temporary utilities required in the Bid; cost of any permit or license required by a local or regional authority having jurisdiction over the Project; usual weather conditions of the Project location; conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and subsurface and concealed physical conditions and related information provided in the Contract Documents.

#### 2.2 Pre-Bid Meeting

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

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

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

## 2.3 Request for Interpretation

**2.3.1** If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the A/E for an interpretation or clarification. The Bidder is responsible for prompt delivery of the RFI. The A/E shall respond to RFIs received more than 7 days before the bid opening.

**2.3.2** The A/E shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**. Addenda may be delivered via facsimile or e-mail, posted to a web or FTP site, or otherwise furnished to each registered Plan Holder.

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

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

## 2.4 Substitutions Prior to Bid Opening

**2.4.1** If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified. If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for the additional costs, including, but not limited to, changes to the design by the A/E.

**2.4.2** The Bidder shall submit its request for Substitution to the A/E no later than 10 days prior to the bid opening, which must include: **(1)** the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and **(2)** a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

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

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

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

## 2.5 Bid Form

**2.5.1** Each Bid shall be submitted on the **Bid Form** and sealed in an envelope clearly marked as containing a Bid, indicating the Owner's Project number and name, and the date and time of the bid opening on the envelope. Refer to **Section 3.1.2** for requirements related to envelope markings.

**2.5.1.1** Any change, alteration, omission, or addition in the wording of the **Bid Form** shall cause the Bid to be rejected as non-responsive.

**2.5.1.2** All pages of the **Bid Form**, including a completed "Bidder Affirmation and Disclosure" page acknowledging that the Bidder affirms, understands, and will abide by the requirements of Executive Order 2019-12D related to providing services only within the United States and Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company, and a completed "Commitment to Participate in the EDGE Business Assistance Program" page, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as non-responsive. If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration** form.

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

**2.5.2** The Bidder shall fill in all relevant blank spaces on the **Bid Form** by printing in ink or by typewriting, and not in pencil.

**2.5.2.1** The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words shall not render the words ambiguous.

**2.5.2.2** The Bidder shall initial alteration or erasure of items filled in on the **Bid Form**.

**2.5.3** An officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line provided, and sign the **Bid Form**. All signatures must be original.

## 2.6 Allowances

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

## 2.7 Unit Prices

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

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

## 2.8 Alternates

**2.8.1** If an Alternate is listed on the **Bid Form**, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word "ADD" or the word "DEDUCT" as applicable. The Owner reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

**2.8.1.1** If no change in the bid amount is required, indicate "No Change" or "\$0."

**2.8.1.2** Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as non-responsive if that Alternate is selected.

**2.8.1.3** Failure to indicate a negative number by circling "DEDUCT," preceding the number by a minus sign, or enclosing the number in parentheses will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank.

**2.8.1.4** If an Alternate is not selected, an entry as listed in **Section 2.8.1.2** on that Alternate shall not, by itself, render a Bid non-responsive.

## 2.9 Submittals with Bid Form

**2.9.1** The Owner shall reject a Bid as non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope: Bid Guaranty as provided in **Article 5**, meeting the requirements of ORC Sections 153.54 and 153.571.

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

**2.9.3** The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.9**. If the apparent low Bidder does not submit the **Bidder's Qualifications** form and related information with its Bid, the Bidder shall provide it upon request in accordance with **Section 3.5.4**, including, but not limited to:

- 2.9.3.1** the overall experience of the Bidder, including number of years in business under present and former business names;
- 2.9.3.2** a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, a description of Encouraging Diversity Growth and Equity ("EDGE") participation and performance, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;
- 2.9.3.3** a Certificate of Compliance with Affirmative Action Programs, issued pursuant to ORC Section 9.47, by the Equal Opportunity Coordinator of the Department of Administrative Services;
- 2.9.3.4** a complete listing of Affirmative Action and EDGE program violations in the last 5 years;
- 2.9.3.5** a complete listing of Prevailing Wage, EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;
- 2.9.3.6** a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;
- 2.9.3.7** a complete listing of Drug-Free Workplace Program and Drug-Free Safety Program ("DFSP") violations in the last 5 years;
- 2.9.3.8** a description of the Bidder's relevant facilities and major equipment, whether leased or owned;
- 2.9.3.9** a description of the management experience of the Bidder's project manager(s) and superintendent(s) and a comprehensive resume for each;
- 2.9.3.10** a description of the EDGE-certified Business Enterprises the Bidder proposes as Subcontractors and Material Suppliers for this Project by attaching a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise;
- 2.9.3.11** to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;
- 2.9.3.12** a current Ohio Workers' Compensation Certificate;
- 2.9.3.13** if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;
- 2.9.3.14** evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers' Compensation ("OBWC"); and
- 2.9.3.15** any other data or information which the A/E may request concerning the responsibility of the Bidder.

## **2.10 Changes in the Bid Amount**

- 2.10.1** Any change to a previously submitted Bid shall be in writing and received by the Owner before the time scheduled for the bid opening.
- 2.10.2** Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.
- 2.10.3** If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the Owner may, in its sole discretion, reject the Bid as non-responsive.

## **ARTICLE 3 - BID OPENING AND EVALUATION**

### **3.1 Delivery of Bid**

- 3.1.1** The Bidder shall submit its Bid to the Owner at the location indicated in **Document 00 10 00 - Solicitation** prior to the time scheduled for the bid opening.
- 3.1.2** If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope.

**3.1.3** Bids that arrive at the location designated in **Document 00 10 00 - Solicitation** after the time set for the bid opening shall not be opened or considered.

### **3.2 Bid Opening**

**3.2.1** Sealed Bids shall be received at the location designated in **Document 00 10 00 - Solicitation** until the time stated when all Bids shall be opened, read aloud, and the tabulation made public.

**3.2.2** The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

**3.2.3** The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

### **3.3 Bid Opening Extension**

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

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

### **3.4 Bid Evaluation Criteria**

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

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

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

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

**3.4.5** If, in the opinion of the Owner, the award of the Contract to the lowest Bidder is not in the best interest of the State, the Owner may accept, in its discretion, another Bid so opened, or the Owner may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the Owner.

### **3.5 Bid Evaluation Procedure**

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

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

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

**3.5.1.3** If two Bidders submit the same bid amount and both are determined to be responsive and responsible, the Owner may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final. If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

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

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

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

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

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

**3.5.3.2** the experience of the Bidder;

**3.5.3.3** the financial condition of the Bidder;

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

**3.5.3.5** the facilities of the Bidder;

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

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

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

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

### **3.6 Rejection of Bid**

**3.6.1** If the lowest Bidder is not responsive or responsible, the Owner shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

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

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

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

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

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

### **3.7 Notice of Intent to Award**

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

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

## **ARTICLE 4 - WITHDRAWAL OF BID**

### **4.1 Withdrawal prior to Bid Opening**

**4.1.1** A Bidder may withdraw a Bid after the Owner receives the Bid, provided the Bidder makes a request in writing and the Owner receives the request prior to the time of the bid opening, as determined by the Owner.

## 4.2 Withdrawal after Bid Opening

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

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

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

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

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

## 4.3 Refusal to Accept Withdrawal

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

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

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

## 4.4 Refusal to Perform

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

## 4.5 Effect of Withdrawal

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

# ARTICLE 5 - BID GUARANTY AND BOND

## 5.1 Bid Guaranty

**5.1.1** The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Owner, in the form of either:

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

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

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

**5.1.3** If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid



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

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

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

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

## 5.2 Forfeiture of Bid Guaranty

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

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

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

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

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

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

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

## 5.3 Exception to Forfeiture

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

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

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

**5.3.2** If a Bid is withdrawn pursuant to **Section 5.3.1: (1)** the Owner may award the Contract to another Bidder which the Owner determines is the lowest responsive and responsible Bidder or reject all Bids and submit the Project for re-bidding; and **(2)** neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsive and responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

## 5.4 Bond

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

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

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

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

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

## ARTICLE 6 - CONTRACT AWARD AND EXECUTION

### 6.1 Conditions Precedent for Execution of Contract

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

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

**6.1.3** Ohio Workers' Compensation Certificate

**6.1.4** Certificate of Compliance with Affirmative Action Programs, issued by the Equal Opportunity Coordinator. The form must be submitted through the Ohio Business Gateway: <http://business.ohio.gov/efiling/>.

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

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

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

**6.1.8** If the Contract includes plumbing; electrical; hydronics; refrigeration; and heating, ventilating and air conditioning ("HVAC") Work, the Contractor or its Subcontractors must submit proof of current licensing pursuant to Applicable Law.

**6.1.9** Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

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

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

### 6.2 Non-compliance with Conditions Precedent

**6.2.1** The award of the Contract and execution of the Agreement require the Contractor to comply with: **(1)** all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and **(2)** submission of the **Bidder's Qualifications** form, including a fully completed **EDGE Affidavit** for each EDGE-certified Business Enterprise, not previously provided within 3 business days of receiving the Owner's request.

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

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

### 6.3 Time Limits

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

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

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

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

### 6.4 Notice to Proceed

**6.4.1** The Owner shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion of all Work. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and Owner, the Contractor shall furnish the following submittals to the A/E: **(1)** Schedule of Values; **(2)** preliminary schedule of Shop Drawings and other submittals; **(3) Subcontractor and Material Supplier Declaration** form, with completed "Bidder Affirmation and Disclosure" forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D for Subcontractors that were not identified in the **Bid Form**; **(4)** qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each; and **(5)** evidence that an authorization agreement for automatic deposit of state warrants has been submitted to Ohio Shared Services using the electronic funds transfer form provided on the Internet at <http://supplier.ohio.gov>.

### 6.5 Prevailing Wage Rates

**6.5.1** The Bidder shall base its Bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in ORC Sections 4115.03 through 4115.14.

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

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

## ARTICLE 7 - DEFINED TERMS AND ABBREVIATIONS

**7.1** For the purposes of these Instructions, the words, terms, and abbreviations set forth below have the following meanings:

**7.1.1** "Addenda" or "Addendum" means a written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections.

**7.1.2** "Alternate" means a written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections.

**7.1.3** "Architect/Engineer" or "A/E" means the Person responsible for providing professional design services and construction contract administration for the Project as provided in the Contract Documents.

**7.1.4** "Applicable Law" means all federal, state, and local codes, statutes, ordinances, and regulations that apply to the performance of the Work or the A/E's Services on the Project.

**7.1.5** "Base Bid" means the amount stated in a Bid as the sum for which the Bidder offers to perform the Work in a particular trade or other category, which is described in the Contract Documents, excluding Alternates.

**7.1.6** “Bid” means a written proposal to perform a Contract, submitted on a completed Bid Form, accompanied by other required documents. The term Bid includes a proposal that has been digitally signed, encrypted, and submitted through the State’s electronic bidding application pursuant to OAC Section 153:1-8-01.

**7.1.7** “Bidder” means a Person that submitted a Bid.

**7.1.8** “Bid Form” means a form furnished by the Owner with the proposed Contract Documents that is to be completed, signed, and submitted containing the Bidder’s Bid.

**7.1.9** “Bid Guaranty” means a bid bond or other instrument of security authorized by ORC Section 153.54 submitted with the Bid to provide assurance that the Bidder will execute the Agreement.

**7.1.10** “Bond” means a performance and payment bond in the format specified by ORC Section 153.57 submitted by the Contractor to provide assurance that the Contractor will perform the Work of the Contract, including making required payments to Subcontractors and Materials Suppliers.

**7.1.11** “Change Order” means a document executed by the Owner and Contractor that modifies the Contract.

**7.1.12** “Claim” means a demand or assertion, initiated by written notice, certified by one of the parties to the Contract seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract.

**7.1.13** “Commission” means the Ohio Facilities Construction Commission, the authorized contracting agent for public improvement projects in accordance with ORC Chapters 123 and 153, acting by and through its Executive Director.

**7.1.14** “Construction Progress Schedule” means the schedule for performance of the Contract; showing the time for completing the Work within the Contract Times; the planned sequence for performing the various components of the Work; and the interrelationship between the activities of the Contractor, A/E, and Owner; as periodically updated during the performance of the Work.

**7.1.15** “Contract” means the state of legal obligation entered into by the State and the Contractor, whereby they have agreed to an exchange of certain acts, materials, equipment, and services for certain monetary consideration, under all terms and conditions specified in the Contract Documents, which shall remain in full force and effect until such time as all obligations under the Contract have been lawfully and completely discharged, or the Contract is terminated under other conditions specified in the Contract Documents.

**7.1.16** “Contract Completion” means the schedule Milestone when the Work is completed in accordance with the terms of the Contract Documents and Contractor has satisfied all of its other obligations under the Contract Documents, including but not limited to **(1)** all governmental authorities have given final, written approval of the Work, **(2)** a final unconditional certificate of occupancy has been granted and issued to the Owner by the appropriate governmental authorities, **(3)** the Contractor’s Work is 100 percent complete, and **(4)** all Punch List items have been completed or corrected, and **(5)** the Contractor has complied with conditions precedent to final payment and release of retained funds.

**7.1.17** “Contract Documents” means collectively, the documents that constitute the substance of the Contract including but not limited to Drawings, Specifications, Addenda if any, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rates; and the executed Agreement, Bid Guaranty and Contract Bond, and executed Change Orders if any.

**7.1.18** “Contract Sum” means the Contractor’s entire compensation for the Contractor’s proper, timely, and complete performance of the Work and is subject to adjustment as provided in the Contract.

**7.1.19** “Contract Time” means the period stipulated in the Contract for the achievement of Substantial Completion, in consecutive days, beginning on the date established by the Notice to Proceed, including adjustments authorized by executed Change Orders.

**7.1.20** “Contractor” means a firm, which is party to the Contract for the performance of Work on the Project in accordance with the Contract Documents.

**7.1.21** “Defective Work” means Work that does not conform to the Contract Documents; or does not meet the requirements of any applicable statute, rule or regulation, inspection, reference standard, test or approval; or has been damaged prior to the A/E’s recommendation of final payment, unless responsibility for the protection thereof has been expressly assumed by the Owner; or that is not free from defects in workmanship, materials or equipment during the period of any warranty or guarantee.

**7.1.22** “Drawings” means graphic portions of the Contract Documents, showing the design, type of construction, location, dimension, and character of the Work to be provided by the Contractor, which generally includes plans, elevations, sections, details, schedules, diagrams, notes, and text.

- 7.1.23** “Liquidated Damages” means a sum established in the Contract Documents, pursuant to the statutory delay forfeiture authorized under ORC Section 153.19, to be paid to the Owner due to the Contractor’s failure to complete the Work within the Contract Time for achievement of Substantial Completion, or any applicable portion of the Work on or prior to any Milestone date stated on the Agreement.
- 7.1.24** “Milestone” means a principal event specified in the Contract relating to an intermediate date or time prior to Substantial Completion.
- 7.1.25** “Modification” means a Change Order or an order for a minor change in the Work.
- 7.1.26** “Notice of Commencement” means a notice prepared by the Owner identifying the Project, the Contractor, the Surety for the Contractor, and the name of the Owner’s representative upon whom a claim affidavit may be served.
- 7.1.27** “Notice to Proceed” means written notice provided by the Owner authorizing the Contractor to proceed with the Work and establishing the dates for commencement and completion of the Work.
- 7.1.28** “Owner” means the state of Ohio agency, institution of higher education or division thereof, school district board, or other instrumentality for whom the Project is being constructed.
- 7.1.29** “Person” means an individual, corporation, business trust, estate, partnership, association, or other public or private entity.
- 7.1.30** “Plan Holder” means a prospective Bidder that received a set of Contract Documents prior to the bid opening.
- 7.1.31** “Product Data” means a manufacturer’s standard illustrations, schedules, diagrams, performance charts, instructions, and brochures that illustrate physical appearance, size, and other characteristics of materials and equipment.
- 7.1.32** “Project” means the public improvement, of which the Work performed under the Contract Documents may be the whole or a part.
- 7.1.33** “Request for Interpretation” or “RFI” means a written request to the A/E seeking an interpretation or clarification of the Contract Documents.
- 7.1.34** “Samples” means physical examples, color selection items, field samples, and mock-ups furnished by the Contractor to illustrate functional and aesthetic characteristics of products, materials, equipment, or workmanship and establish criteria by which the Work shall be judged.
- 7.1.35** “Schedule of Values” means a full, accurate, and detailed statement furnished by the Contractor reflecting a defined breakdown of the Contract Sum.
- 7.1.36** “Shop Drawings” means drawings, diagrams, illustrations, and schedules specifically prepared for the Project provided by the Contractor or a Subcontractor to illustrate some portion of the Work. Shop Drawings are not Contract Documents.
- 7.1.37** “Site” means the location designated for the Project.
- 7.1.38** “Specifications” means those portions of the Contract Documents consisting of detailed written administrative, procedural, and technical requirements for the construction of the Work, whether physically on the Drawings or bound in separate volumes, including identification of acceptable materials, methods, equipment, quality, and workmanship.
- 7.1.39** “State” means the government of Ohio, including any organized body, office, or agency established by the laws of this state for the exercise of any function of state government, any state institution of higher education as defined in ORC Section 3345.011, or any school district board as defined in ORC Section 3318.01.
- 7.1.40** “Subcontract” means any contract or agreement between the Contractor and a Subcontractor for performance of a portion of the Work.
- 7.1.41** “Subcontractor” means a Person who undertakes to perform any part of the Work on the Project under a contract with a Contractor or with any Person other than the State, including all such Persons in any tier. The term "Subcontractor" includes material suppliers.
- 7.1.42** “Substantial Completion” means the stage when the Work is sufficiently complete in accordance with the Contract that the Owner can utilize the Work for its intended use, as determined by the A/E. The issuance of a certificate of occupancy (if applicable) is a condition precedent to the achievement of Substantial Completion.
- 7.1.43** “Substitution” means an article, device, material, equipment, form of construction, or other item, proposed prior to the bid opening and approved by the A/E by Addendum, for incorporation or use in the Work as being functionally and qualitatively equivalent to essential attributes of a component specified in the proposed Contract Documents.

**7.1.44** “Supplementary Conditions” means amendments to the General Conditions, issued as a separate document, which describe conditions of the Contract unique to a particular Owner or Project.

**7.1.45** “Surety” means a Person providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the State against all direct and consequential damages suffered by failure of the Bidder to execute the Contract, or of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, material suppliers and laborers, as applicable.

**7.1.46** “Work” means the labor, materials, equipment, and services, individually or collectively which are required by the Contract Documents, to be performed or provided by the Contractor for the Project.

**END OF DOCUMENT**



**BID FORM**

Sealed bids will be received by the Morrow County Commissioners for:

**Project  
New Offices for Morrow County Health District**

at

**480 Douglas St.  
Mt. Gilead, OH 43338**

for the

Morrow County Commissioners

The time for Substantial Completion of all Work is one hundred and ninety (190) days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

**GENERAL CONTRACT**

BASE BID:

ALL LABOR AND MATERIALS, for the sum of \$ \_\_\_\_\_

Sum in words: \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ /100 dollars.

*-- remainder of page left blank intentionally --*









---

## BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Bid is based upon the components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Owner may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Owner, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10 - Submittals With Bid Form**, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
11. The Bidder agrees to furnish any information requested by the Owner or Architect/Engineer to evaluate the responsibility of the Bidder.

12. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
13. An officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
14. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
15. All signatures must be original.

**BIDDER SIGNATURE AND INFORMATION**

**Bidder's Authorized Signature:** \_\_\_\_\_

**Please print or type the following:**

Name of Bidder's Authorized Signatory \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Date enrolled in an OBWC-approved DFSP (month/date/year): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Contact person for Contract processing: \_\_\_\_\_

President's or Chief Executive Officer's Name / Title: \_\_\_\_\_

**END OF DOCUMENT**

# Document 00 43 13 - Bid Security Form

## State of Ohio Standard Requirements for Public Facility Construction

---

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_ as Sureties,  
are hereby held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal  
to the Obligee on \_\_\_\_\_ (date) to undertake the Project known as:

Project Number: \_\_\_\_\_

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

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

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

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

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

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Title

**SURETY INFORMATION:**

**SURETY AGENT'S INFORMATION:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 1

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
Address 2

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

**END OF DOCUMENT**

# Document 00 45 13 - Bidder's Qualifications

## State of Ohio Standard Requirements for Public Facility Construction

---

Project Number: \_\_\_\_\_

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

1. Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
Street, Building, Unit

\_\_\_\_\_  
City, State, Zip

Mailing Address (if different): \_\_\_\_\_  
P.O. Box

\_\_\_\_\_  
City, State, Zip

Telephone Number (w/ Area Code): ( \_\_\_\_\_ ) \_\_\_\_\_

Fax Number (w/ Area Code): ( \_\_\_\_\_ ) \_\_\_\_\_

Email address: \_\_\_\_\_

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

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

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

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





e) EPA/OSHA violations

f) Liquidated damages and Statutory Delay Forfeiture assessed

g) Drug-Free Safety Program and Drug Free Workplace Program violations

7. **Management.** Identify individuals assigned to this Project.

Principal \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

Project Manager \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

Field Superintendent \_\_\_\_\_ Years with firm \_\_\_\_\_ Total Exp. \_\_\_\_\_

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

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

Company Name \_\_\_\_\_

Authorized Official (please print or type) \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**END OF DOCUMENT**

## DECLARATION OF INSURANCE

Project Number and Name \_\_\_\_\_  
 Project Address \_\_\_\_\_  
 Owner \_\_\_\_\_  
 Owner Address \_\_\_\_\_

This is to certify that the following described policies of insurance have been issued and are in full force and effect at this time:

1. Insured - Contractor \_\_\_\_\_
2. Address \_\_\_\_\_
3. Description of Contract \_\_\_\_\_

### INSURANCE POLICIES IN FORCE

<u>TYPE OF INSURANCE</u>	<u>POLICY NO. AND INSURANCE COMPANY</u>	<u>EFFECTIVE DATE</u>	<u>EXPIRATION DATE</u>	<u>POLICY AMOUNTS</u>
Contractors Bodily				500,000 Each Person
Injury Liability				1,000,000 Each Occurrence
Contractor's Property Damage Liability (Includ- ing blasting, collapse and underground hazards)				500,000 Each Occurrence 2,500,000 "Broad Form P.D."
Contractor's Protective Bodily Injury Liability				500,000 Each Person 1,000,000 Each Occurrence
Contractor's Protective Property Damage Liability				500,000 Each Occurrence 2,500,000 "Broad Form P.D."
Automobile Bodily Injury Liability(Including non- ownership hazard)				500,000 Each Person 1,000,000 Each Occurrence
Automobile Property Damage				2,500,000 Each Occurrence

### OPTIONAL - COMPREHENSIVE COVERAGE INSTEAD OF THE ABOVE

Comprehensive General/Automobile  
 Liability Coverage with Umbrella  
 Excess Liability Coverage which  
 provides no less than 2.5 million  
 dollars Single Limit B.I. & P.D.  
 Liability insurance

INSURANCE CO. \_\_\_\_\_  
 POLICY NO. \_\_\_\_\_  
 EFFECTIVE DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_  
 AMOUNT \_\_\_\_\_

Builder's Risk: Fire, Extended  
 Coverage, Valdalism &  
 Malicious Mischief

Installation Floater (All Risk)

IT IS AGREED THAT THIRTY (30) DAYS' WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE IN THE PRESCRIBED POLICIES WILL BE GIVEN TO THE HOLDER OF THIS CERTIFICATE.

ISSUED AT \_\_\_\_\_ INSURANCE COMPANY  
 DATE \_\_\_\_\_ AGENT (TYPE)  
 CERTIFIED TO BE CORRECT:  
 BY \_\_\_\_\_ AGENT (SIGN)  
 Contractor (sign) \_\_\_\_\_ ADDRESS

**CONTRACT**

This Agreement is made as of the date set forth below between the Morrow County, Ohio Commissioners and the Contractor in connection with the Project.

**Project Number:**

**Project Name:** New Offices for Morrow County Health District  
**Site Address:** 480 Douglas Street  
 Mt. Gilead, OH 43338 (Morrow County)

**Owner:** Morrow County Commissioners  
**Owner’s Representative:** Jamie Brucker, County Administrator  
**Address:** 80 N. Walnut Street  
 Mt. Gilead, OH 43338

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

**Architect/Engineer (“A/E”):** Omness Design, Inc.  
**A/E’s Principal Contact:** Paul Omness  
**Address:** 140 Fairfax Road  
 Marion, OH 43302

**ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT**

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract.
- 1.2 The project delivery method for this Project shall be General Contracting (Limited Scope Project).

**ARTICLE 2 - COMPENSATION**

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

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

**ARTICLE 3 - CONTRACT TIME**

3.1 The Contract Time is the period established in the following table for the achievement of Substantial Completion:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Substantial Completion of all Work	<insert number of calendar days> days	<insert date>

3.1.1 The projected date listed under “Projected Date (as of the date of this Agreement)” is provided only for convenient reference during consideration of this Agreement. The duration listed under “Contract Time” defines the Contract Time for Substantial Completion of all Work and takes precedence over the projected date.

**ARTICLE 4 - KEY PERSONNEL**

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

- 4.1.1 <insert name>, Project Manager;
- 4.1.2 <insert name>, General Superintendent.

---

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

## ARTICLE 5 - GENERAL PROVISIONS

### 5.1 Effectiveness.

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

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

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the Owner and Contractor, and if the total estimated Project cost is \$215,000 or more, upon approval of the Ohio Attorney General.

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

### 5.2 Representations.

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

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

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

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

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

## ARTICLE 6 - Enumeration of Documents

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

## SIGNATURES

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

«INSERT CONTRACTOR'S NAME»

MORROW COUNTY COMMISSIONERS

---

*Signature*

---

*Printed Name*

---

*Title*

---

*Signature*

---

*Printed Name*

---

*Title*

---

*Date*

**MORROW COUNTY COMMISSIONERS**

---

*Signature*

---

*Printed Name*

---

*Title*

**MORROW COUNTY PROSECUTOR'S  
OFFICE**

Approval as to Form

---

*Signature*

---

*Printed Name*

---

*Title*

---

*Date*

**END OF DOCUMENT**

# Document 00 61 13 - Performance and Payment Bond Form

## State of Ohio Standard Requirements for Public Facility Construction

---

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

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

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Project Number: \_\_\_\_\_

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

Contract Description: \_\_\_\_\_  
(e.g., General Trades, Plumbing, HVAC, Electrical)

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

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

**PRINCIPAL:**

\_\_\_\_\_  
Principal Signature

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

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

**SURETY:**

\_\_\_\_\_  
Surety Signature

By: \_\_\_\_\_  
Attorney-in-Fact

**SURETY INFORMATION:**

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

**SURETY AGENT'S INFORMATION:**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**END OF DOCUMENT**



# GENERAL CONDITIONS

## ARTICLE 1 - GENERAL PROVISION

### 1.1 APPLICATION AND GOVERNING LAW

- 1.1.1 The Contractor, the Associate, and the Owner shall be familiar with all provisions of the Standard Conditions.
- 1.1.2 There shall be no change in the Standard Conditions unless so provided in the Special Conditions prepared by the Associate and approved in writing by the Owner.
- 1.1.3 The parties to the Contract shall comply with all applicable federal, State and local codes, statutes, ordinances and regulations in the performance of the Work of the Project.
- 1.1.4 The Owner shall have exclusive jurisdiction over any action or proceeding concerning the Contract and performance thereunder. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the courts of Ohio and the Contractor irrevocably consents to such jurisdiction. The Contract shall be construed in accordance with the laws of the State of Ohio.
- 1.1.5 Other rights and responsibilities of the Contractor, the Associate and the Owner are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.
- 1.1.6 The Owner may maintain an action in the name of the County of Marion for violations of any law relating to the Project or for any injury to persons or property pertaining to the Work, or for any other cause which is necessary in the performance of the Owner's duties.
- 1.1.7 Any requirement which obligates the contractor shall be required for each subcontractor and material supplier of the contractor.

### 1.2 CONDITIONS OF CONTRACT

#### 1.2.1 Nondiscrimination

- 1.2.1.1 During the performance of the Contract, the Contractor agrees that in the hiring of employees for the performance of Work, including without limitation Work to be performed by a Subcontractor, no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, national origin, age, sex, disabilities, Vietnam era Veteran status, or color, discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- 1.2.1.2 The Contractor further agrees that no Contractor or Subcontractor, and no person acting on behalf of the Contractor or Subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work on account of race, religion, national origin, age, sex, disability, Vietnam era Veteran status or color.
- 1.2.1.3 The Contractor agrees that the Contractor will fully cooperate with the State Equal Opportunity Coordinator, with any other official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination, and with all other State and federal efforts to assure equal employment practices under the Contract.

1.2.1.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Contract may be terminated or suspended in whole or in part, and the Contractor may be declared not responsive or responsible for further State or County contracts or such other sanctions as provided in Section 153.60, ORC.

#### 1.2.2 Hiring Under State Public Improvement Contracts

1.2.2.1 Any provision of a hiring hall contract or agreement which obligates a Contractor to hire, if available, only such employees as are referred to the Contractor by a labor organization shall be void as against public policy and unenforceable with respect to employment under any public improvement contract unless, at the date of execution of such hiring hall contract or agreement, or within 30 days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, religion, national origin, age, sex, disability, Vietnam era Veteran status, color, or ancestry and unless such labor organization includes in its apprentice and journeymen membership, has available for job referral without discrimination, qualified employees, in accordance with Section 153.591, ORC.

#### 1.2.3 Wages and Hours

1.2.3.1 The Contractor shall as applicable pay the prevailing wage rates of the Project locality, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, to laborers and mechanics performing Work on the Project.

1.2.3.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works."

1.2.3.3 The Owner shall, within seven (7) working days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of the wage rates or that the wage rates are available on the Internet. The Contractor shall access the Ohio Bureau of Employment Services, Wage & Hour Division at <http://www.obes.org> to obtain the rates. The Contractor shall make the necessary adjustment in the prevailing wage rate and pay any wage increase during the term of the Contract.

#### 1.2.4 Notice of Commencement

1.2.4.1 Pursuant to Section 1311.252, ORC, the Owner shall prepare a Notice of Commencement in affidavit form identifying the name and address of the public authority, the Project number, the name, address and trade of all Contractors, the date of execution of the Contracts, and the name and address of the Surety for each Contractor, in addition to the name and address of the Owner's representative upon whom a Claim Affidavit may be served.

1.2.4.2 The Notice of Commencement shall be made available upon request. The unavailability of a Notice of Commencement or incorrect information in the Notice of Commencement does not adversely affect the right of claimants, pursuant to Section 1311.252(C), ORC.

### 1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of any notice, such notice shall be deemed to have been validly given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or company known to the giver of the notice.

- 1.3.1.1 All notices provided to the Contractor from the Associate shall be copied to the Owner.
- 1.3.1.2 All notices provided to the Contractor from the Owner shall be copied to the Associate.
- 1.3.1.3 All notices provided to the Associate from the Contractor shall be copied to the Owner.
- 1.3.1.4 All notices provided to the Owner from the Contractor shall be copied to the Associate.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 1.4 USE OF FACSIMILE TRANSMISSION
  - 1.4.1 Any notice required to be given shall be effective if provided by facsimile transmission, but such notice shall not be considered official until the original signed document is delivered pursuant to paragraph GC 1.3.1.
  - 1.4.2 Facsimile transmittals in excess of ten (10) pages are discouraged.
- 1.5 CONTRACT DOCUMENTS
  - 1.5.1 Intent
    - 1.5.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Contractor shall be held to provide all labor and materials necessary for the entire completion of the Work described in the Contract Documents and reasonably implied therefrom to produce the intended results.
    - 1.5.1.2 The standard conditions may not be superseded or amended by drawings and specifications unless so provided in special conditions prepared by the Associate and approved in writing by the Owner.
    - 1.5.1.3 The Drawings shall generally govern dimensions, details and locations of the Work. The Specifications shall generally govern quality of materials and workmanship.
    - 1.5.1.4 The organization of the Specifications in divisions, 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.
    - 1.5.1.5 In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work, and shall comply with the more strict requirement.
    - 1.5.1.6 Unless otherwise specified in the Contract Documents, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

## 1.5.2 Interpretation

- 1.5.2.1 If the Contractor finds any perceived conflict, error, omission or discrepancy on or between the Drawings and Specifications, or any of the Contract Documents, the Contractor, before proceeding with the Work, shall submit a written request to the Associate for an interpretation or clarification. The Contractor shall be responsible for the prompt delivery of such request.
- 1.5.2.2 The Associate shall respond in writing, within three (3) days of receipt of the request, to any and all requests for interpretation of the Contract Documents.
- 1.5.2.3 Any interpretation or clarification of the Contract Documents made by any person other than the Associate, or in any manner other than writing, shall not be binding and the Contractor shall not rely upon any such interpretation or clarification.
- 1.5.2.4 If any change to the Work is made to accommodate unforeseen circumstances, the Associate shall initiate the appropriate action and notify the Owner.

## 1.6 DRAWINGS AND SPECIFICATIONS

### 1.6.1 Ownership

- 1.6.1.1 All Drawings and Specifications are the property of the Owner.
- 1.6.1.2 In making copies of the Drawings and Specifications available, the Owner does not confer a license or grant permission for any use other than Work on the Project.

### 1.6.2 Access

- 1.6.2.1 The Lead Contractor shall maintain a set of Drawings and Specifications, approved by the Department of Commerce, Division of Industrial Compliance, and the Department of Health, if required, at a secure location at the Project.
- 1.6.2.2 The Contractor shall maintain in good order at the Project site one (1) copy of all Drawings, Specifications, Bulletins, Addenda, approved Shop Drawings, catalog data, manufacturer operating and maintenance instructions, certificates, Warranties, Change Orders, and other modifications, including As-Built Drawings.
- 1.6.2.3 The Contractor shall at all times permit access to the Contract Documents to authorized representatives of the Owner and the Associate.

### 1.6.3 As-Built Drawings

- 1.6.3.1 The Contractor shall keep an accurate record of all approved changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines.
- 1.6.3.2 During the performance of the Work, the Contractor shall record, prior to any pay request submission, any approved changes on the Drawings, neatly in colored pencil, noting new information not shown on the original Drawings and bring this to the attention of the Associate. Failure to provide the information may be cause for partial payment withholding.
- 1.6.3.3 Where Shop Drawings are used, the Contractor shall cross reference the corresponding sheet numbers on the Drawings. The Contractor shall note related Change Order numbers where applicable.

- 1.6.3.4 The Contractor shall keep a record of any change made to the Specifications, noting particularly any variation from manufacturer's installation instructions and recommendations.

## ARTICLE 2 - THE CONTRACTOR

### 2.1 CONSTRUCTION PROCEDURES

- 2.1.1 The Contractor shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures for all portions of the Contractor's Work and shall be responsible for any injury or damage which may result from improper construction, installation, maintenance or operation to the fullest extent permitted by law.
- 2.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall be responsible for properly and accurately laying out all lines, levels, elevations and measurements for all the Work as required by the Contract Documents.
- 2.1.3 The Contractor shall do all cutting, fitting or patching required for the Contractor's Work and shall not endanger the Project by cutting, excavating or otherwise altering the Project, or any part of it.
  - 2.1.3.1 The Contractor requiring sleeves shall furnish and coordinate the Contractor's installation of the sleeves. The Contractor shall be responsible for the exact location and size of all holes and openings required to be formed or built for the Work, to permit coordination with any Work performed by others on the Project.
  - 2.1.3.2 The Lead Contractor shall allow sufficient time for installation of any Work by others before covering or closing the applicable portion of the Project.
  - 2.1.3.3 Patching shall match and blend with the existing or adjacent surface. Any patching required because of faulty or ill-timed Work shall be done by and at the expense of the Contractor.
- 2.1.4 The Contractor shall not cut away any timber or dig under any foundation or into any wall, or other part of the Project, without the written approval of the Associate.
  - 2.1.4.1 Unless otherwise specified in the Contract Documents, the Contractor, prior to starting excavation or trenching, shall notify any public authority having jurisdiction over the Project and secure any required approval.
  - 2.1.4.2 The Contractor shall backfill any excavation with the material specified and approved by the Associate.
- 2.1.5 The Contractor shall install all Work in accordance with the Contract Documents and any installation recommendations of the manufacturer, including required dryness for installation of the various materials.
- 2.1.6 The Contractor shall comply with all requirements and conditions of the National Pollutant Discharge Elimination System (NPDES) general permit, including, but not limited to, implementing and maintaining the control measures specified in the storm water pollution prevention plan, maintaining records of construction activities, removing materials no longer required and taking proper action if there is a reportable quantity spill.

### 2.2 CONSTRUCTION SUPERVISION

- 2.2.1 The Contractor shall provide continuous supervision at the Project by a competent superintendent when any Work is being performed, unless waived by the Owner.

- 2.2.2 The Contractor's superintendent shall have responsibility and authority to act on behalf of the Contractor. All communications to the Contractor's superintendent shall be as binding as if given directly to the Contractor.
- 2.2.3 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, to the Associate within ten (10) days of the Notice to Proceed.
  - 2.2.3.1 The Owner reserves the right to reject the Contractor's proposed superintendent. Failure of the Associate to notify the Contractor of such rejection within 30 days of receipt of the required information shall constitute notice that the Owner has no objection.
  - 2.2.3.2 If the Owner rejects the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost.
- 2.2.4 The Contractor shall not change the Contractor's superintendent without written approval of the Department.
  - 2.2.4.1 If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the Associate a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.
  - 2.2.4.2 The procedure provided in paragraph G C 2.2.3 shall be conducted to evaluate the Contractor's proposed new superintendent.

### 2.3 PROTECTION OF THE PROJECT

- 2.3.1 The Contractor shall protect their own Work from weather, and shall maintain the Work and all materials, apparatus, and fixtures free from injury or damage during the entire construction period.
  - 2.3.1.1 Work likely to be damaged shall be covered or protected at all times to prevent damage.
  - 2.3.1.2 Any Work damaged by failure of the Contractor to provide coverage or protection shall be removed and replaced with new Work at the Contractor's expense.
  - 2.3.1.3 Any adjacent property, including without limitation roads, walks, shrubbery, plants, trees or turf, damaged during the Contractor's Work shall be properly repaired or replaced at the Contractor's expense.
- 2.3.2 The Lead Contractor shall protect the Project and existing or adjacent property from damage at all times and shall erect and maintain necessary barriers, furnish and keep lighted necessary danger signals at night, and take precaution to prevent injury or damage to persons or property.
- 2.3.3 The Contractor shall not load, nor permit any part of the Project to be loaded, in any manner that will endanger the Project, or any portion thereof, nor shall the Contractor subject any part of the Project or existing or adjacent property to stress or pressure that will endanger the property.
- 2.3.4 The Contractor shall provide all temporary bracing, shoring and other structural support required for safety of the Project and proper execution of the Work.

## 2.4 MATERIAL AND EQUIPMENT

- 2.4.1 The Contractor's material and equipment shall be new and of the quality specified in the Contract Documents.
- 2.4.2 Only the materials and equipment which are to be used directly in the Work shall be brought to or stored at the Project by the Contractor and the Contractor's Subcontractors and Material Suppliers.
  - 2.4.2.1 The Contractor shall be responsible for the proper storage of all material and equipment brought to the Project.
  - 2.4.2.2 After the material or equipment is no longer required for the Work, the Contractor shall remove such material and equipment from the Project.
- 2.4.3 The Contractor's material and equipment shall not cause damage to the Project or adjacent property and shall not endanger any person at, or in the vicinity of, the Project.
- 2.4.4 Any injury to person or damage to property resulting from the Contractor's material or equipment shall be the responsibility of the Contractor. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

## 2.5 LABOR

- 2.5.1 The Contractor shall maintain a sufficient workforce and enforce good discipline and order among the Contractor's employees the employees of the Contractor's Subcontractors and Material Suppliers. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 2.5.2 The Contractor shall dismiss from the Project any person employed by the Contractor or the Contractor's Subcontractors and Material Suppliers who is found by the Owner, pursuant to a recommendation from the Associate, to be incompetent, guilty of misconduct, or detrimental to the construction of the Project.
- 2.5.3 The Contractor shall employ all legal efforts to minimize the likelihood or effect of any strike, work stoppage or other labor disturbance. Informational pickets shall not justify any work stoppage.

## 2.6 SAFETY PRECAUTIONS

- 2.6.1 The Contractor shall take precautions for the safety of persons on the Project and shall comply with all applicable provisions of federal, State and municipal safety laws and buildings codes to prevent injury to persons on or adjacent to the Project.
- 2.6.2 The Contractor shall comply with the rules and regulations of the Department of Labor, Occupational Safety and Health Act (OSHA). The Contractor shall be responsible for any fine or cost incurred as a result of any violation or alleged violation.
- 2.6.3 Prior to starting the Work, the Lead Contractor shall provide and inform all Contractors of the methods and equipment for protecting the Project and persons from fire damage, in accordance with applicable fire regulations.
- 2.6.4 Methods and equipment for protecting persons and the Project shall be subject to inspection and approval of the appropriate authority having jurisdiction over the Project site.
- 2.6.5 Work Stoppage Due to Hazardous Materials

- 2.6.5.1 In the event the Contractor encounters materials reasonably believed to be containing asbestos, polychlorinated biphenyl (PCB) or other hazardous waste or material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Associate in writing.
- 2.6.5.2 The Work in the affected area shall be resumed upon written notice from the Associate that the material has been removed or rendered harmless.
- 2.6.5.3 The term "rendered harmless" shall mean that the level of exposure is less than any applicable exposure standards set forth in OSHA or other applicable regulations.

## 2.7 TEMPORARY FACILITIES AND UTILITIES

- 2.7.1 The Owner shall provide heat necessary so that the Work shall proceed expeditiously.
- 2.7.2 The Owner shall provide all water necessary for the Contractor's Work.
- 2.7.3 The Owner shall provide power until completion of the Project
- 2.7.4 The Owner shall provide sanitary facilities for use by all persons at the Project.
- 2.7.5 The Contractor shall be responsible for all temporary drainage necessary for the Contractor's Work and shall employ pumps, trenches, drains, sumps or other necessary elements as required to afford satisfactory working conditions for the protection, execution and completion of the Project.

## 2.8 PERMITS

- 2.8.1 State Permits
  - 2.8.1.1 The Associate has secured the required general building permits.
  - 2.8.1.2 The Contractor shall schedule the intermediate and final inspections required for any permit certification. The Contractor shall give the Associate and the Owner reasonable notice of the date arranged for any inspection.
- 2.8.2 Local Permits
  - 2.8.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall obtain, maintain and pay for any permit or license required by local authorities having jurisdiction over the Project.

## 2.9 CLEANING UP

- 2.9.1 During the progress of the Work, each Contractor shall be responsible for the removal of all waste materials and rubbish attributable to the Work to an appropriate disposal site. Each Contractor shall perform daily broom cleaning in the area of the Contractor's Work.
  - 2.9.1.1 Each Contractor shall, at the end of each working day or as directed by the Associate, remove all waste materials and rubbish from the Project.
  - 2.9.1.2 Each Contractor shall, as required for the Project or as directed by the Associate, remove any waste materials or rubbish from areas adjacent to the Project.
- 2.9.2 If a Contractor fails to clean up during the progress of the Work, the provision of paragraph GC 5.3 shall be invoked.



2.9.3 If a Contractor fails to maintain the areas adjacent to the Project clean and free of waste materials and rubbish, upon written notification by the Associate, the Owner shall direct the local jurisdiction having responsibility for the area to clean the area.

2.9.3.1 The cost of cleaning the area adjacent to the Project shall be deducted from the responsible Contractor as the Associate recommends and the Owner determines to be just.

2.9.3.2 The decision of the Owner shall be final.

## 2.10 SUBSTITUTIONS

2.10.1 Substitutes for Standards or Approved Equals shall not be considered after the bid opening unless the Contractor can conclusively demonstrate to the Associate one of the following conditions:

2.10.1 Unavailability of all Standards or Approved Equals through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers;

2.10.1.2 All Standards or Approved Equals are no longer produced;

2.10.1.3 All Standards or Approved Equals will not perform as designed.

## 2.11 EXPLOSIVES AND BLASTING

2.11.1 Blasting will not be permitted and explosives may not be brought onto or kept on the site.

## 2.12 EMERGENCY

2.12.1 In the event of an emergency affecting the safety of persons, the Project or adjacent property, the Contractor, without special instruction or authorization, shall act to prevent any threatened damage, injury or loss.

2.12.2 The Contractor shall give the Associate and the Owner written notice if the Contractor believes that any significant change in the Work or variation from the Contract Documents has been caused by any emergency or action taken in response to an emergency.

2.12.3 If the Associate recommends that a change in the Contract Documents be made because of any emergency or action taken in response to an emergency, and the Owner approves, a Change Order will be issued.

## 2.13 UNCOVERING THE WORK

2.13.1 If any Work is covered contrary to the requirements of the Contract Documents or to the written request of the Associate, such Work must, if required by the Associate in writing, be uncovered for observation and replaced, if not in conformity with the Contract Documents, and recovered at the Contractor's expense.

2.13.2 If any Work has been covered in accordance with the Contract Documents and is Work which the Associate had not requested the opportunity to observe prior to covering, the Associate may request that such Work be uncovered by the Contractor.

2.13.2.1 If such Work is found not to be in conformity with the Contract Documents, the Contractor shall pay all costs of uncovering, replacing and recovering the Work, unless it is found by the Owner that such condition was caused by another Contractor.

2.13.2.2 If such Work is found to be in conformity with the Contract Documents, the cost of uncovering and replacing and recovering the Work shall, by appropriate Change Order, be paid to the Contractor.

## 2.14 CORRECTION OF THE WORK

2.14.1 The Associate shall notify the Contractor in writing if any Work is found by the Associate to be Defective, whether observed before or after Contract Completion. The Associate shall specify in the written notice the time within which the Contractor shall correct the Defective Work.

2.14.2 The Contractor shall bear all costs of correcting such Defective Work, including the cost of any consequential damages.

2.14.3 If the Contractor fails to correct any Defective Work within the time fixed in the written notice, the Owner may correct such Work and seek recovery of all costs, including any consequential damages, from the Contractor or the Contractor's Surety.

## 2.15 INTERRUPTION OF EXISTING SERVICES

2.15.1 Whenever it becomes necessary to interrupt existing services in use by the Owner, such as sewer, water, gas and steam lines, electric or telephone and cable service, the Contractor responsible for the Work shall continue the Work on a 24 hour basis until the Work is completed and the service restored, or at such alternate time required by the Owner.

2.15.2 Before beginning such Work, the Contractor shall apply in writing to and receive approval in writing from the Owner and the authority with appropriate jurisdiction over the Project, to establish a time when interruption of the service will cause a minimum of interference with the activities of the Owner.

## ARTICLE 3 - THE ASSOCIATE

### 3.1 PROJECT OVERSIGHT

3.1.1 The Associate shall notify, advise, and consult with the Owner and shall protect the Owner against Defective Work throughout the completion of the Project.

3.1.1.1 The Associate shall designate an authorized representative, who shall be approved by the Owner, to attend the Project, as required by Agreement, to observe and check the progress and quality of the Work and to take such action as is necessary or appropriate to achieve conformity with the Contract Documents.

3.1.1.2 It shall be the duty of the Associate to have any consultant attend the project at such intervals required by Agreement or as may be deemed necessary by the Owner to review the Work in order to achieve the results intended by the Contract Documents.

3.1.2 The Associate shall have the authority to disapprove or reject any item of Work which is Defective, or that the Associate believes will not produce a Project that conforms to the Contract Documents, or that will prejudice the integrity of the design concept of the Project as a functioning whole as indicated by the Contract Documents. The Associate shall immediately notify the Owner at any time that Work has been disapproved or rejected.

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

## 3.2 CONTRACT ADMINISTRATION

- 3.2.1 The Associate shall provide administration of the construction contracts for the Project as provided in the Agreement and including the performance of the functions hereinafter described.
- 3.2.1.1 The Associate shall attend and conduct any and all progress meetings. The Associate shall prepare an agenda and a written report of each progress meeting and distribute the report to the Owner and the Contractors. The Associate shall not delegate the duty to prepare the agenda and written reports of any progress meeting.
- 3.2.1.2 The Associate may authorize minor changes or alterations in the Work not involving additional costs and not inconsistent with the overall intent of the Contract Documents.
- 3.2.1.3 The Associate shall review and approve, or recommend approval, of all forms required under the Contract Documents.
- 3.2.1.4 The Associate shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the Owner for enforcement of the Contract as necessary.
- 3.2.2 The Associate will be the initial interpreter of all requirements of the Contract Documents, pursuant to paragraph GC 1.5.2. All decisions of the Associate shall be subject to final determination by the Owner.
- 3.2.3 The Associate shall be authorized to require special inspection, testing or approval of the Work, as provided in paragraph GC 2.9, whenever in the Associate's reasonable opinion such action is necessary or advisable to insure the proper conformance to the Contract Documents.
- 3.2.4 Based upon the Associate's on-site observation and evaluation of the Contractor's Application for Payment, the Associate shall review and certify the amounts due the Contractor. The Associate may recommend to the Owner that payments be withheld from, or liquidated damages be assessed against, a contractor's applications for payment stating the reasons for such recommendation. The Associate's certification for payment shall constitute a representation that the Work has progressed to the point indicated and that, to the best of the Associate's knowledge, information and belief, the Work is in conformity with the Contract Documents and the Contractor is entitled to payment in the amount certified.
- 3.2.5 The Associate shall review and approve or take other appropriate action upon the Contractor's submittals, within the required time, for the purpose of checking for conformity with the Contract Documents.
- 3.2.6 The Associate shall prepare all Bulletins and Change Orders, including a cost estimate and supportive documentation and data, and shall verify with the Owner that funds are available for any change to the Work.
- 3.2.7 The Associate shall conduct inspections to determine the date of Contract Completion and shall receive, review and forward to the appropriate entity all Project record submittals required by the Contract Documents.
- 3.2.8 The Associate shall render written decisions, within the time specified, on all claims, disputes or other matters in question between the Contractor and the Owner and shall provide information or services to the Owner until final disposition of all claims.

## **ARTICLE 4 - CONSTRUCTION PHASE COORDINATION**

### 4.1 RESPONSIBILITY OF CONTRACTORS

#### GENERAL CONDITIONS

- 4.1.1 The Contractor shall afford other Contractors and such Contractor's Subcontractors and Material Suppliers reasonable opportunity for the introduction and storage of materials and execution of Work and shall properly connect and coordinate the Contractor's Work with the Work of other Contractors on the Project. The Contractor shall complete portions of the Work in such order and time as provided in the Construction Schedule.
- 4.1.2 The Contractor shall perform the Work so as not to interfere, disturb, hinder or delay the Work of other Contractors. The sole remedy which may be provided by the Owner for any injury, damage or expense resulting from interference, hindrance, disruption or delay caused by or between Contractors or their agents and employees shall be an extension of time in which to complete the Work. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.
  - 4.1.2.1 Should the Contractor, or the Contractor's Subcontractors or Material Suppliers, cause damage or injury to the property or Work of any other Contractor, or by failure to perform the Work with due diligence, delay, interfere, hinder or disrupt any Contractor who suffers additional expense or damage thereby, the responsible Contractor shall be responsible for such damage, injury or expense.
  - 4.1.2.2 The intent of paragraph GC 4.1.2.1 is to benefit the other Contractors on the Project and to serve as an indication that all Contractors shall have the status of third party beneficiary under the Contractor.
  - 4.1.2.3 Claims, disputes or actions between Contractors concerning such damage, injury or expense shall not delay completion of the Work which shall be continued by the parties to any such dispute, action or claim.
- 4.1.3 If any part of the Contractor's Work is preceded by the Work of another Contractor, the Contractor shall inspect such other Contractor's Work before commencing any Work, and report in writing to the Lead Contractor and the Associate any defects which render the other Contractor's preceding Work unsuitable as related to the Contractor's Work.
  - 4.1.3.1 Failure of the Contractor to make such inspection and report in writing, as required by paragraph G C 4.1.3, shall constitute an acceptance of the other Contractor's Work as fit and proper for the reception of the Contractor's Work, except as to latent defects which such inspection fails to disclose.
- 4.1.4 Each Contractor shall consult with the Owner's representative to obtain full knowledge of all rules, regulations or requirements affecting the project.
- 4.1.5 The Contractor shall give reasonable notice to the Associate when the Associate's presence is required for special consultations, inspections or decisions.
- 4.1.6 If the Contractor fails to perform the Contract according to the requirements of the Contract Documents, such failure to perform may be just cause for the Owner to find the Contractor is not responsible for consideration of future contract award. Other factors in determining whether a Bidder is responsible for future contract award include the experience of the Bidder, the financial condition of the Bidder, the facilities of the Bidder, the management skills of the Bidder and the ability of the Bidder to execute the contract properly.
- 4.1.7 The Contractor shall cooperate with the Associate and the Lead Contractor so as not to interfere, disturb, hinder or delay the Work of the other Contractors or the responsibilities of the Associate and the Lead Contractor.

## 4.2 RESPONSIBILITY AND AUTHORITY OF THE LEAD CONTRACTOR

- 4.2.1 The Lead Contractor shall establish the regular working hours, subject to approval by the Associate and the Owner.
- 4.2.2 The Lead Contractor shall coordinate the Work of all Contractors with each other and with the activities and responsibilities of the Owner, the Associate and the Owner to complete the Project in accordance with the Contract Documents.
  - 4.2.2.1 Coordination of the Work of the Contractors by the Lead Contractor shall not relieve the Contractor from the Contractor's duty to supervise and direct the Contractor's Work in accordance with the Contract Documents.
- 4.2.3 The Lead Contractor shall develop the Construction Schedule for the Project in accordance with paragraph GC 4.3 and shall prepare and keep current, for the Associate's approval, a schedule of submittals which is coordinated with the Construction Schedule.
  - 4.2.3.1 The Construction Schedule shall not exceed the time limit specified in the Notice to Proceed, shall provide for reasonable, efficient and economical execution of the Work and shall be related to the entire Project to the extent required by the Contract Documents.
  - 4.2.3.2 The Construction Schedule shall be used to plan, organize and execute the Work, record and report actual performance and progress and show how the Lead Contractor plans to coordinate all remaining Work by Contract Completion.
- 4.2.3 The Lead Contractor shall monitor the progress of the Work for conformance with the Construction Schedule and shall initiate revisions of the Construction Schedule as required by the Contract Documents.

4.3 PROGRESS MEETINGS

- 4.3.1 The Associate shall conduct a progress meeting for all Contractors and other parties involved in the Project at intervals commensurate to progress on the work.

**ARTICLE 5 - OWNER'S RIGHTS AND RESPONSIBILITIES**

5.1 MARION COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

- 5.1.1 The Owner shall designate a representative authorized to act on the behalf of the Owner with respect to decisions required by the Owner during the Project.
- 5.1.2 Information and services required of the Owner shall be furnished in good faith and in a timely manner to avoid delay in the progress of the Project.
- 5.1.3 The Owner shall at all times have access to the Work whenever the Project is in preparation or progress, subject to the coordination of the Lead Contractor and approval by the Associate.
- 5.1.4 Upon the issuance of the Notice to Proceed or at a reasonable time thereafter, the Owner shall provide the Contractor the Project site in such condition to permit the Contractor to perform the Work.

5.2 OWNER'S RIGHT TO PROSECUTE WORK AND BACKCHARGE CONTRACTOR

- 5.2.1 If the Contractor fails or neglects to prosecute the Work with the necessary diligence so as to complete the Work within the time specified in the Contract Documents or any portion of the Work by the applicable milestone date as set forth in the Construction Schedule, the Associate shall notify the Contractor in writing of such failure or neglect.

- 5.2.2 If the Contractor fails or refuses to cure such failure or neglect within three (3) working days after receipt of the written notice, the Associate shall recommend enforcement of the Contract to the Owner pursuant to paragraph GC 3.2.1.5. without prejudice to any other remedy the Owner may have, the Owner may employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, to correct the deficiency in the Contractor's Work.
- 5.2.2.1 In such case, a Change Order shall be issued deducting from payments then or thereafter due the Contractor the costs of correcting such deficiency.
- 5.2.2.2 If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor and the Contractor's Surety shall pay the amount of the insufficiency to the Owner.
- 5.2.2.3 The decision of the Owner to backcharge the Contractor shall be final.

### 5.3 OWNER'S RIGHT TO PARTIAL OCCUPANCY

- 5.3.1 If the Owner finds it necessary to occupy or use a portion of the Project prior to Contract Completion, such occupancy or use may be accomplished if the Associate informs the Owner that the area in question has been approved for temporary occupancy by the Division of Industrial Compliance of the State Department of Commerce, including the State Fire Marshal's Office.
- 5.3.2 If such Partial Occupancy or use is approved by the Owner, the Associate may process either a Change Order or a Contract Completion certificate listing the deficient Work under the Contract for approval by the Owner, provided that no such occupancy or use shall commence before any insurers providing property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby.
- 5.3.3 From the date of execution of the Change Order or Contract Completion certificate by the Owner, the Contractor shall be relieved of obligation to maintain the accepted portion of the Work, but shall remain obligated to correct any Punch List items then uncorrected. The Contractor shall continue to carry the appropriate insurance during performance of any Punch List Work.
- 5.3.4 Partial Occupancy or use of the premises by the Owner shall not constitute acceptance of any Work not in conformity with the Contract Documents. Partial occupancy shall not relieve the Contractor of liability for any express or implied warranties or responsibility for Defective Work.

## ARTICLE 6 - TIME

- 6.1 Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract, the Contractor acknowledges that the time for Contract Completion and any specified milestone completion dates are reasonable, taking into consideration the average climatic range and usual conditions prevailing in the locality of the Project.
- 6.1.1 The Contractor agrees that the Notice to Proceed shall establish the date for commencement of the Work.
- 6.1.2 The Contractor agrees that the Owner has entered into, or may enter into, agreements for use of all or part of the premises where the Work is to be completed based upon the Contractor achieving Contract Completion within the Contract time.

- 6.1.3 The Contractor agrees that the Work will be prosecuted in a reasonable, efficient and economical sequence, in cooperation with the other Contractors and in the order and time as provided in the Construction Schedule.
  - 6.1.4 The Contractor shall perform the Work so as not to interfere, disturb, hinder or delay the Work of other Contractors and such other Contractors' Subcontractors and Material Suppliers.
  - 6.1.5 The Contractor agrees that the possibility that the Contractor may be subject to interference, disruption, hindrance or delay in the progress of the Work from any and all causes is within the contemplation of the parties and that the sole remedy for such interference, disruption, hindrance or delay shall be an extension of time granted pursuant to paragraphs GC 6.2 except as otherwise required by Section 4113.62, ORC.
- 6.2 If the Contractor is interfered with, disrupted, hindered or delayed at any time in the progress of the Work by any of the following causes, the Contract time shall be extended for such reasonable time which the Associate determines, in consultation with the Owner has been caused by the interference, disruption, hindrance or delay in the Work:
- 6.2.1 Delay due to suspension of the Work for which the Contractor is not responsible; inclement weather conditions not normally prevailing in the particular season; labor dispute; fire; flood;
  - 6.2.2 Neglect, delay or fault of any Contractor having a Contract for adjoining or contiguous Work; or
  - 6.2.3 By any unforeseeable cause beyond the control and without fault or negligence of the Contractor.
- 6.3 To the fullest extent permitted by law, any extension of time granted pursuant to paragraph GC 6.2 shall be the sole remedy which may be provided by the Owner and the Contractor shall not be entitled to additional compensation or mitigation of Liquidated Damages for any delay listed in paragraph GC 6.2, including, without limitation, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration.
- 6.3.1 The Contractor agrees that the possibility that the Contractor may accelerate its performance to meet the Construction Schedule is within the contemplation of the parties and that such acceleration is solely within the discretion of the Contractor. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.
- 6.4 Any request by the Contractor for an extension of time shall be made in writing to the Associate no more than ten (10) days after the initial occurrence of any condition which, in the Contractor's opinion, entitles the Contractor to an extension of time. Failure to timely provide such notice to the Associate shall constitute a waiver by the Contractor of any claim for extension, damages or mitigation of Liquidated Damages to the fullest extent permitted by law.
- 6.4.1 The Contractor shall notify the Associate in writing providing the following information.
    - 6.4.1.1 Nature of the interference, disruption, hindrance or delay;
    - 6.4.1.2 Identification of persons, entities and events responsible for the interference, disruption, hindrance or delay;
    - 6.4.1.3 Date (or anticipated date) of commencement of the interference, disruption, hindrance or delay;
    - 6.4.1.4 Activities on the Construction Schedule which may be affected by the interference, disruption, hindrance or delay, or new activities created by the interference, disruption, hindrance or delay and the relationship with existing activities;

- 6.4.1.5 Anticipated duration of the interference, disruption, hindrance or delay;
  - 6.4.1.6 Specific number of days of extension requested; and
  - 6.4.1.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.
- 6.5 Within ten (10) days of receipt of the Contractor's request, the Associate shall evaluate the facts and extent of any interference, disruption, hindrance or delay to the Work, consult with the Owner about the request and respond in writing to the Contractor.
- 6.5.1 The Contract Completion time may only be extended by execution of an appropriate Change Order.
  - 6.5.2 The Lead Contractor shall make any necessary change in the Construction Schedule.
- 6.6 Notwithstanding any other provision of the Contract Documents, time extensions will depend upon the extent to which the Work on the Critical Path of the Construction Schedule is affected, if applicable.
- 6.6.1 A Change Order granting a time extension may provide that the Contract Completion date will be extended for only those specific elements so interfered, disrupted, hindered or delayed and that remaining milestone completion dates will not be altered and may further provide for equitable adjustment of Liquidated Damages.

## **ARTICLE 7 - CHANGES IN THE WORK**

### **7.1 CHANGE ORDER**

- 7.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. To the extent the Contract time or Contract price are affected, the Contract will be equitably adjusted by Change Order in accordance with this Article and the Change Order Procedure and Pricing Guidelines (CO).
  - 7.1.1.1 The Contractor shall proportionately increase the amount of the Bond whenever the Contract price is increased.
  - 7.1.1.2 If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.
- 7.1.2 The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in GC Article 8, failure to obtain such a Change Order shall constitute a Waiver by the Contractor of any claim for additional compensation for such item.
  - 7.1.2.1 The Contractor understands and agrees that acceptance of a change order is final and that any dispute regarding the terms and conditions of a change order or any desire to reserve rights under a change order shall be resolved through Article 8 of the General Conditions. If the Contractor chooses to exercise rights under Article 8, the Contractor is aware and understands that the Owner may order the Contractor to perform the disputed work pending, and prior to, the resolution of any Article 8 process.
- 7.1.3 The Owner reserves the right to cancel or modify any Change Order authorization.



## 7.2 DIFFERING SITE CONDITIONS

- 7.2.1 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are incomplete, are not a part of the Contract Documents, and are not warranted to show the actual subsurface conditions and may not be relied upon by the Contractor. Such matters are provided solely to share information available to the Owner and any use of them by the Contractor is at the risk of the Contractor.
- 7.2.2 The Associate will promptly investigate the conditions and if the Associate finds that such conditions do materially differ from those upon which the Contract Documents permit the Contractor to rely, or differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract, causing an increase or decrease in the cost of the Contract, an appropriate written Change Order shall be processed.
- 7.2.2.1 The Contractor will only proceed with a proper authorization, in writing, as provided by the Contract Documents.
- 7.2.2.2 No claim of the Contractor under paragraph GC 7.3.3 shall be allowed unless the Contractor provided the notice required in paragraph GC 7.3.2.

## 7.3 TIME EXTENSION

- 7.3.1 Notwithstanding any other provision of the Contract Documents, time extensions for changes in the Work will depend upon the extent to which the change causes delay in Work on the Critical Path of the Construction Schedule, if applicable, as determined pursuant to paragraph GC 6.4 to 6.5.
- 7.3.2 If the circumstances are that extending the Contract Completion date is not possible, the Contractor shall price all costs of accelerated performance in the Contractor's Proposal.
- 7.3.3 A Change Order granting a time extension may provide that the Contract Completion date will be extended for only those specific elements so delayed and that remaining milestone completion dates will not be altered and may further provide for adjustment of Liquidated Damages.

## ARTICLE 8 - DISPUTE RESOLUTION PROCEDURE

- 8.1 Any claim against the Owner shall be made in writing to the Associate and filed prior to Contract Completion, provided the Contractor notified the Associate no more than ten (10) days after the initial occurrence of the facts which are the basis of the claim. To the fullest extent permitted by law, failure of the Contractor to timely provide such notice shall constitute a waiver by the Contractor of any claim for additional compensation or for mitigation of Liquidated Damages.
- 8.1.1 In every such written claim submitted in accordance with paragraph GC 8.1, the Contractor shall provide the following information.
- 8.1.1.1 Amount of the claim, which the Contractor shall certify before a Notary Public is a fair and accurate assessment of the damages suffered by the Contractor;
- 8.1.1.2 Identification of persons, entities and events responsible for the claim;
- 8.1.1.3 Activities on the Construction Schedule affected by the claim or new activities created by any event and the relationship with existing activities;
- 8.1.1.4 Anticipated duration of any interference, disruption, hindrance or delay; and

- 8.1.1.5 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.
- 8.2 The Associate shall, within (30) days of receipt of a claim filed pursuant to Paragraph GC 8.1, render a decision on the claim unless a mutual agreement is made to extend such time limit.
- 8.3 The Contractor shall proceed with performance of the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the Owner in writing. The Owner shall continue to make payment in accordance with the Contract Documents pending final resolution of a claim.
- 8.4 Legal venue shall lie with the Common Pleas Court of Marion, County, Ohio.

## **ARTICLE 9 - CONTRACTOR PAYMENT**

### **9.1 CONTRACT COST BREAKDOWN**

- 9.1.1 Pursuant to Section 153.12, ORC, the Contractor shall submit to the Associate a full, accurate and detailed estimate (the "Contract Cost Breakdown") of the various kinds of labor to be performed and material to be furnished, with separate amounts shown for labor and materials for each branch of Work, following the preferred titles and sequences of Sections of Construction Specifications Institute (CSI) format used by the Associate in developing the Specifications.
- 9.1.2 The grand total shown on the Contract Cost Breakdown must equal the total Contract price. The Owner reserves the right to use the approved Contract Cost Breakdown to determine the cost or credit to the Owner resulting from any change in the Work.
  - 9.1.2.1 The first item should be actual cost of Bond, insurance, permits and tests required for the Project.
  - 9.1.2.2 The amounts for labor and material shall accurately reflect the cost for each item. Separate items shall not be shown for overhead or profit, but shall be included in the totals for labor and materials.
  - 9.1.2.3 Whenever the material allocation exceeds 55 percent of the Contract price, the Contractor shall provide, upon request, sufficient information to support such higher percentage.
  - 9.1.2.4 Subcontract Work shall show amounts for labor and materials. Fringe benefits shall be shown as a part of labor costs.
  - 9.1.2.5 When more than one (1) major structure is included in the Contract, the Contract Cost Breakdown shall be subdivided accordingly if requested by the Associate, with cost details for each structure shown separately.
  - 9.1.2.6 Unless otherwise specified in the Contract Documents, plumbing, HVAC and electrical Contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.
- 9.1.3 The Contract Cost Breakdown will be returned to the Contractor for resubmittal if it does not meet the requirements or contains insufficient items or details of the Work.
- 9.1.4 No payment will be made without an approved Contract Cost Breakdown

### **9.2 APPLICATION FOR PAYMENT**

- 9.2.1 The Contractor shall submit monthly to the Associate an itemized Application for Payment for Work performed based upon the Contract Cost Breakdown. When the rate of Work and amount involved are so large that it is considered advisable by the Owner, Applications for Payments may be made twice a month, pursuant to Section 153.14, ORC.
  - 9.2.1.1 The Application for Payment shall be supported by data substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the Associate may request in connection with each payment to the Contractor.
  - 9.2.1.2 Certified payroll reports for the period of time indicated shall be attached to one (1) copy of every Application for Payment, see also paragraph GC 18.2.
  - 9.2.1.3 The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.
- 9.2.2 Payment of an approved Application for Payment shall be made within 30 days from the date of approval by the Associate.
  - 9.2.2.1 The Owner reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.
  - 9.2.2.2 Payments due and not paid to the Contractor within such 30 day period shall bear interest from the date payment is due under the Contract Documents at the average of the prime rate established at the commercial banks in the city of over 100,000 population that is nearest to the Project, pursuant to Section 153.14, ORC.
- 9.2.3 The amount of Liquidated Damages to which the Owner is entitled under the Contract Documents may be deducted from any Application for Payment.

### 9.3 LABOR

- 9.3.1 Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the application for Payment which shows the total Contract Completion at 50 percent or greater, pursuant to Section 153.13, ORC.
- 9.3.2 After the contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract price to the Contractor, except in the case of Contracts the total of which is less than \$15,000, no additional funds shall be retained from payments for labor.

### 9.4 MATERIAL

- 9.4.1 The Owner shall pay to the Contractor a sum at the rate of 92 percent of the invoice cost, not to exceed the bid amount in a Unit Price or lump sum Contract, for material delivered on the site of the Project, or other point in the vicinity of the Project, or other storage site approved by the Associate, provided the Contractor provides the following information with the Application for Payment:
  - 9.4.1.1 A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.
  - 9.4.1.2 A certification of materials stored off site, prepared by the Contractor and signed by the Associate to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. All costs incurred by the Associate to visit a storage site, other than the areas adjacent to the Project, shall be paid by the Contractor.

- 9.4.2 The balance of such invoiced cost shall be paid when such material is incorporated into and becomes a part of the Project.
- 9.4.3 When payment is allowed on account of material delivered on the site of the Project or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed, or damaged by casualty before being used, the Contractor will be required to replace it at the Contractor's expense, pursuant to Section 153.14, ORC.
- 9.4.4 Completed line items concealed, underground and buried and not subject to final Punch List may be paid for at the rate of 100 percent. Completed line items subject to a final Punch List requiring testing or start-up shall be paid at the rate of 98 percent.

## 9.5 RETAINAGE

- 9.5.1 All funds retained for the faithful performance of the work shall be deposited in an escrow account with a bank in the State in accordance with the terms and conditions provided in an escrow agreement executed by the Contractor, the Owner and the applicable bank, pursuant to Section 153.63, ORC.
- 9.5.2 When the major portion of the Project is occupied or in use, and there exists no other reason to withhold retainage, the retained percentages held in connection with such portion shall, upon request of the Contractor, be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion, in the discretion of the Owner.
- 9.5.3 Any reduction or release of retainage, or portion thereof, shall not be a waiver of the Owner's right to retainage in connection with other payments to the Contractor, or any other right or remedy the Owner has under the Contract Document at law or in equity.
- 9.5.4 Funds in the escrow account not previously paid shall be released to the Contractor within 30 days of approval of a final pay request by the Owner and execution of the certificate of Contract Completion by the Owner.
- 9.5.5 Upon consent by the Contractor's Surety, the Owner may, pursuant to Section 153.80(B)(2), reduce the amount of funds retained for the faithful performance of Work by 50 percent of the amount of funds required to be retained, provided the Contractor's Surety remains responsible for all damages that may be caused due to default by the Contractor, including without limitation, the following:
  - 9.5.5.1 Completion of the Work;
  - 9.5.5.2 All delay claims;
  - 9.5.5.3 All liquidated damages; and
  - 9.5.5.4 All additional expenses incurred by the Owner.

## 9.6 PAYMENTS WITHHELD

- 9.6.1 The Associate shall have the authority to recommend to the Owner that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Application for Payment, stating the reasons for such recommendation.
- 9.6.2 The Owner reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- 9.6.2.1 Defective Work not remedied;
- 9.6.2.2 Damage caused by the Contractor;
- 9.6.2.3 Failure to comply with the requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."
- 9.6.3 If the basis for withholding payment pursuant to paragraph GC 9.6.2 is removed, payment shall be made for amounts withheld because of them.
- 9.6.4 Whenever the Owner receives a Claim Affidavit, the Owner shall detain the stated amount from the Contractor's subsequent Application for Payment unless the Contractor provides a release and waiver of lien with the Application for Payment.
  - 9.6.4.1 The release and waiver of lien shall be executed by the person or entity supplying labor, materials or services on a Project, which has or may have a right of lien against the Contractor's proceeds.
  - 9.6.4.2 If the Owner detains an amount as set forth above, such action shall not be construed as conferring any right on such Subcontractor or Material Supplier, nor as enlarging or altering the application or effect of the existing lien law.

## 9.7 FINAL APPLICATION FOR PAYMENT

- 9.7.1 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required pursuant to paragraph GC 11.1.1 for approval by the Associate.
  - 9.7.1.1 The Contractor shall execute an affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."
  - 9.7.1.2 The Contractor shall execute an affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project.
- 9.7.2 Payment of the final Application for Payment shall be made within 30 days from the date of approval by the Associate.
  - 9.7.2.1 The inability of a Contractor to complete Project close-out requirements within the time specified by the Associate shall not be grounds for withholding final payment to another Contractor.
  - 9.7.2.2 Payments due and not paid to the Contractor within such 30 day period shall bear interest from the date payment is due under the Contract Documents at the average of the prime rate established at the commercial banks in the city of over 100,000 population that is nearest to the Project, pursuant to Section 153.14, ORC.
- 9.7.3 The making of final payment by the Owner shall constitute a waiver of all claims by the Owner except those arising after Contract Completion including, without limitation, the following:
  - 9.7.3.1 Defective or nonconforming Work resulting from latent defects, fraud or gross mistakes;
  - 9.7.3.2 Outstanding liens;
  - 9.7.3.3 Failure of the Contractor to comply with any Warranties required by the Contract Documents.

- 9.7.4 The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the Owner except those that the Contractor has previously made in writing and which remain unsettled at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.

## **ARTICLE 10 - FINAL INSPECTION AND ACCEPTANCE**

- 10.1 When the Work is near completion, the Contractor shall prepare a list of all deficient items remaining on the Work. Said list shall be known as the Contractor's Punch List.
- 10.1.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that the deficient items have been corrected by signing said Punch List.
- 10.1.2 The Contractor shall submit the signed Contractor's Punch list to the Associate, together with a request for a Final Inspection of the Work.
- 10.2 The Associate shall, within seven (7) days of receipt of the request for Final Inspection, notify the Contractor of acceptance or rejection of the request for Final Inspection, stating reasons for any rejection.
- 10.2.1 Upon acceptance of the Contractor's request, the Associate shall conduct the Final Inspection to determine whether the Work is in conformity with the Contract Documents. The Associate shall notify the Contractor and the Owner of the scheduled time of the Final Inspection.
- 10.2.2 Within three (3) days of the Final Inspection, the Associate shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list of such items shall be known as the Associate's Punch List.
- 10.3 Within 30 days of receipt of the notice required by paragraph GC 10.2.2, the Contractor shall complete and correct all items remaining on the Associate's Punch List.
- 10.3.1 If the Contractor does not complete the items on the Associate's Punch List within 30 days of receipt of the notice, the provisions of paragraph GC 5.3 shall be invoked.
- 10.3.2 If the Work on the Associate's Punch List cannot be completed within 30 days of receipt of the notice, the Contractor shall justify to the reasonable satisfaction of the Associate the reasons the items cannot be so completed, and the Contractor and the Associate shall agree upon a time when such items will be completed.
- 10.3.3 Failure of the Associate to include any items on the Associate's Punch List shall not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.
- 10.4 When all items on the Associate's Punch List items have been corrected to the satisfaction of the Associate, and the provisions of Paragraphs GC 11.1 through 11.4 have been fulfilled, the Associate shall process a certificate of Contract Completion. The Owner reserves the right of Final Acceptance of the Project.
- 10.5 With the approval of the Associate, when upon Final Inspection, items of Work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Owner agrees that a particular item need not be completed until a subsequent date, the Owner may release payment to the Contractor less twice the cost of completing the remaining Work as determined in the sole discretion of the Owner.

## **ARTICLE 11 - CONTRACT COMPLETION**

- 11.1 PROJECT RECORD DOCUMENT SUBMITTALS
- GENERAL CONDITIONS

- 11.1.1 The Contractor, as a condition precedent to execution of the certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Associate for approval, which may include, without limitation:
  - 11.1.1.1 Certificate of Occupancy issued by the Department of Commerce, Division of Industrial Compliance;
  - 11.1.1.2 Inspection Certificates required and issued by the Department of Commerce, such as Pressure Piping, Elevator, Boiler, Electrical, etc.;
  - 11.1.1.3 Inspection Certificates required and issued by the Department of Commerce such as Plumbing or Piping Purification, etc.;
  - 11.1.1.4 Letter of Approval from the State Fire Marshal for fire suppression system;
  - 11.1.1.5 Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;
  - 11.1.1.6 Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;
  - 11.1.1.7 Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;
  - 11.1.1.8 Assignment to the Owner of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;
  - 11.1.1.9 An affidavit to certify that all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the Project;
  - 11.1.1.10 Final certified payroll reports;
  - 11.1.1.11 An affidavit to certify that the Contractor has complied with all requirements of Chapter 4115, ORC, "Wages and Hours on Public Works."

## 11.2 RECORD DRAWINGS

- 11.2.1 Upon completion of the Work, the Contractor shall organize the As-Built Drawings into manageable sets, bind the sets with durable paper cover sheets, certify to the accuracy of the As-Built Drawings by signature thereon, and deliver the As-Built Drawings to the Associate.
- 11.2.2 The Associate shall revise the original contract Drawing tracings or computer files with the information contained on the As-Built Drawings provided by the Contractor. The revised original contract Drawing tracings or computer files shall be labeled "Drawings of Record" and reflect the date of the Associate's revision of the As-Built Drawings.
- 11.2.3 The Owner may thereafter use the Record Drawings for any purpose relating to the Project including, without limitation, additions to or completion of the Project.

## 11.3 GUARANTEE AND WARRANTY

- 11.3.1 The Contractor shall provide a Guarantee to the Owner that all Work is in conformity with the Contract Documents and free from defects in workmanship, materials and equipment for a

period of one (1) year or such longer period as specified in the Contract Documents. The Bond shall remain in effect until the expiration of that period unless the Contractor shall provide a Maintenance Bond satisfactory to the Owner in form and substance.

- 11.3.1.1 The Guarantee time period shall commence on the date of approval of the certificate of Contract Completion by the Owner, unless otherwise provided in writing.
- 11.3.1.2 The Guarantee time period for any incomplete or uncorrected Work at the time of Partial Occupancy, if any, shall commence with the date of approval of the certificate of Contract Completion by the Owner, unless otherwise provided in writing.
- 11.3.1.3 The Guarantee provided in this Article shall be in addition to, and not in limitation of, any other Guarantee, Warranty or remedy provided by law or by the Contract Documents.
- 11.3.2 The Contractor shall, prior to installing material or equipment which is subject to a Warranty, provide a copy of the Warranty to the Associate for review and approval.
- 11.3.3 Should defects in the material or equipment become apparent within the Warranty period, the Owner shall promptly notify the Contractor in writing and provide a copy of said notice to the Associate.
  - 11.3.3.1 Within ten (10) days of receipt of said notice, the Contractor shall visit the Project in the company of the Owner to determine the extent of all defects and shall promptly repair or replace the Defective Work, including all adjacent Work damaged as a result of such defects or as a result of remedying the defects, whether or not such adjacent Work was originally provided by the Contractor.
  - 11.3.3.2 If the Defective Work is considered by the Owner to be an emergency, the Owner may require the Contractor to visit the Project within one (1) day of receipt of said notice.
  - 11.3.3.3 The Contractor shall be fully responsible for the cost of temporary materials or equipment required during the repair or replacement of the Defective Work.
- 11.3.4 If the Contractor does not promptly repair or replace Defective Work, the Owner may repair or replace such Defective Work and charge the cost thereof to the Contractor or the Contractor's Surety.
- 11.3.5 Work which is repaired or replaced by the Contractor shall be inspected and accepted by the Owner and shall be guaranteed by the Contractor for one (1) year from the date of acceptance of the corrective Work by the Owner.
- 11.4 FINAL CLEANING
  - 11.4.1 At the completion of the Work, the Contractor shall restore all property not designated for alteration by the Contract Documents to as near its original condition as practicable and clean the site of all waste materials and rubbish attributable to the Work, including without limitation:
    - 11.4.1.1 Clean transparent materials, including mirrors and glass in doors and windows, leaving both sides of the glass in a polished condition;
    - 11.4.1.2 Replace chipped, scratched or broken glass or other damaged transparent materials;
    - 11.4.1.3 Remove excess glazing or caulking compound, and other substances that are noticeable vision-obscuring materials;



- 11.4.1.4 Remove labels that are not permanent, remove marks, stains and soiled spots from finished surfaces;
  - 11.4.1.5 Remove dust, dirt, marks, stains, paint droppings and other blemishes and leave in polished condition all equipment and material with exposed finished surfaces, including, without limitation, ceilings, walls, doors, counter tops, piping, ductwork, air inlet and outlet devices, hangers and supports, unit ventilators, aluminum or stainless steel trim and finish hardware;
  - 11.4.1.6 Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances;
  - 11.4.1.7 Vacuum carpeted surfaces, damp mop all hard floors, sweep paved areas broom clean, rake grounds that are neither paved nor planted to a smooth even-textured surface, and broom clean and damp mop concrete floors;
  - 11.4.1.8 Clean washable air filters or replace all air filters at the Project;
  - 11.4.1.9 Remove all waste materials and rubbish from any roof surface and clean any roof drains;
  - 11.4.1.10 Remove any temporary controls required pursuant to the storm water pollution prevention plan and permit.
- 11.4.2 At the completion of the Project, the electrical Contractor shall clean all light fixtures, which includes, without limitation, removing bugs, debris, stains, rust and dirt, and replacing any burned out or substantially diminished light bulbs.
- 11.4.3 Unless otherwise specified in the Contract Documents, the Contractor shall strip, apply one (1) seal coat, two (2) finish coats of wax and shall polish all resilient flooring, except waxless floors.
- 11.4.4 Should any Work be performed after a final cleaning by the Contractor, the Contractor responsible for such Work shall clean any affected area again as provided above so that upon Contract Completion, the premises shall be left ready for occupancy by the Owner.
- 11.4.5 Final cleaning shall be done to the reasonable satisfaction of the Associate and the Owner.
- 11.4.5.1 If the Contractor fails to clean up at completion of the Work, the provision of paragraph GC 5.3 shall be invoked.
  - 11.4.5.2 If a dispute arises among Contractors as to responsibility for final cleaning, the Associate may, authorize another Contractor or a engage a qualified cleaning company to perform the clean up and deduct the cost from amounts due to those responsible as the Associate recommends and the Owner determines to be appropriate. The decision of the Owner on the responsibility for such cost shall be final.

## ARTICLE 12 - INSURANCE

### 12.1 CONTRACTOR'S LIABILITY INSURANCE

- 12.1.1 The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.
  - 12.1.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

- 12.1.1.2 Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;
  - 12.1.1.3 Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.
- 12.1.2 A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, shall be maintained to provide insurance as set forth below. Such Commercial General Liability and Business Automobile Liability insurance may be either Combined Single Limits or Split Limits as provided below.
- An Umbrella or Excess Liability policy may be used in combination with the Commercial General Liability and Business Automobile insurance to meet such limits.
- 12.1.2.1 Contracts in the amount of \$50,000 or less shall require coverage in the amount stated in the Special Conditions.
  - 12.1.2.2 Contracts in excess of \$50,000 shall require coverage in the amounts as stated on the Declaration of Insurance form included in the bid packet.
  - 12.1.2.3 Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.
- 12.1.3 If Commercial General Liability and Business Automobile Liability insurance is written with Split Limits, the following minimum limits shall be provided.
- 12.1.3.1 Contracts in the amount of \$50,000 or less shall require coverage in the amount stated in the Special Conditions.
  - 12.1.3.2 Contracts in excess of \$100,000 but not more than \$1.5 million shall require coverage in the amount of not less than \$1 million for injuries, including death, to one person, and \$1 million per occurrence and \$1 million property damage, together with an Umbrella or Excess Liability policy of not less than \$2 million per occurrence.
- 12.1.4 For any demolition, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the applicable sections of paragraphs GC 12.1.2 and GC 12.1.3.

## 12.2 BUILDER'S RISK - RENOVATIONS

- 12.2.1 When a Contractor is involved solely in the installation of materials and equipment and not in new building construction, the Contractor shall purchase and maintain either a Builder's Risk, Builder's Risk-Renovations, or Installation Floater insurance policy. Such policy shall comply with the provisions of paragraph GC 12.2.

## 12.3 INSURANCE POLICY REQUIREMENTS

- 12.3.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the Owner as an additional insured and each policy and respective Certificate of Insurance shall expressly provide that no less than 90 days prior written notice shall be given to the Owner in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.
- 12.3.2 The Contractor shall furnish the Owner, when requested, a certified copy of any insurance or additional insured endorsement required to be purchased or maintained by the Contract

Documents. In no event shall any failure of the Owner to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

12.3.3 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until the date of approval of the certificate of Contract Completion by the Owner. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

12.3.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

12.3.5 The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the State.

#### 12.4 WAIVERS OF SUBROGATION

12.4.1 The Owner and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

### **ARTICLE 13 - CONTRACT TERMINATION**

#### 13.1 SUSPENSION OF THE WORK

13.1.1 If, in the judgment of the Owner, the Contractor is causing undue risk of damage to any part of the Project or adjacent area, the Owner may suspend the Work temporarily, either wholly or in part, for such period until, in the judgment of the Owner, the safe and proper prosecution of the Work may be resumed. The Owner shall provide notice to the Contractor's Surety of any suspension ordered pursuant to this Article.

13.1.1.1 In case of such suspension, an extension of time, if appropriate, will be allowed as provided in the Contract Documents but no payment will be made to the Contractor for any expense or damages resulting therefrom. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC

13.1.1.2 Any failure of the Owner to suspend the Work shall not relieve the Contractor of the Contractor's responsibility to perform the Work safely and in accordance with the Contract Documents.

13.1.2 The Contractor shall, upon receipt of notice of suspension, cease Work on the suspended activities and take all necessary or appropriate steps to limit disbursements and minimize costs with respect thereto. The Contractor shall furnish a report to the Owner, within five (5) days of receipt of the notice of suspension, describing the status of the Work, including without limitation, results accomplished, conclusions resulting therefrom, and such other information as the Owner may require.

13.1.3 In the event of suspension under this Article, the Contractor shall be entitled to payment of compensation due under the Contract Documents, upon submission of a proper invoice, for the Work performed prior to receipt of notice of suspension, which shall be payable based upon the Contract Cost Breakdown.

#### 13.2 TERMINATION FOR CONVENIENCE

- 13.2.1 The Owner may, at any time upon 20 days written notice to the Contractor, terminate the Contract in whole or in part for the Owner's convenience and without cause.
- 13.2.2 Upon receipt of the notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:
  - 13.2.2.1 Cease operation as specified in the notice;
  - 13.2.2.2 Place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Project;
  - 13.2.2.3 Terminate all subcontracts and orders to the extent they relate to the Work terminated;
  - 13.2.2.4 Proceed to complete the performance of any Work not terminated;
  - 13.2.2.5 Take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated Work.
- 13.2.3 Upon such termination, the Contractor shall be paid in accordance with the Contract Cost Breakdown for Work completed, including any amount retained, and the value of materials ordered and delivered, less any salvage credit the Contractor may receive for them.
  - 13.2.3.1 All materials, equipment, facilities and supplies at the Project site, or stored off site, for which the Contractor has been compensated, shall become property of the Owner.
  - 13.2.3.2 The Contractor shall be entitled to a fair and reasonable profit for all Work performed and all reasonable expenses directly attributable to the termination of the contract. In no event shall the Contractor's compensation exceed the total Contract price.
  - 13.2.3.3 Any dispute as to the sum then payable to the Contractor shall be resolved in accordance with the provisions of GC Article 8 of the General Conditions.

### 13.3 TERMINATION FOR CAUSE

- 13.3.1 If the Owner determines that the Contractor has failed to prosecute the Work with the necessary force, or has refused to remedy any Defective Work, the Owner shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.
- 13.3.2 If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the Owner may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.
- 13.3.3 If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within ten (10) days of the date on which the Contract was terminated, the Owner may complete the Work by such means as the Owner deems appropriate. The Owner may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the Owner has paid.
- 13.3.4 If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the Owner completes the Work and if the cost of completing the Work exceeds the balance

of the Contract price, including compensation for all direct and consequential damages incurred by the Owner as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

- 13.3.5 If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the Owner to complete the Work.

#### 13.4 CONTRACTOR BANKRUPTCY

- 13.4.1 If the Contractor shall file a voluntary petition in bankruptcy or shall have an involuntary petition in bankruptcy filed against the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed for all or a substantial part of the Contractor's business or property, the Owner shall serve written notice on the Contractor and the Contractor's Surety stating that any failure of the Contractor to provide adequate assurances of continued performance will be considered a rejection of the Contract, which shall result in termination of the Contract for cause. Such termination of the Contract need not be evidenced by an order of any court rejecting the Contract.

13.4.1.1 Upon a final determination, either by a court or by arbitrators having jurisdiction, that the termination pursuant to paragraph GC 13.4.1 was improper, the termination will be deemed to be a termination for convenience.

13.4.1.2 The Contractor's sole remedy for a wrongful declaration of default by the Owner shall be limited to recovery of profit on Work completed prior to such declaration and reasonable expenses directly attributable to the termination of the contract.

#### ARTICLE 14 - SHOP DRAWINGS AND SAMPLES

- 14.1 Shop Drawings, Samples and other submittals shall be provided by the Contractor for any item required by the Contract Documents but not fully described in the Drawings and Specifications, unless waived by the Associate, and shall include, without limitation:

14.1.1 Construction of the various parts, method of joinery, type of material, grade, quality and thickness of material, alloy of material, profiles of all sections, reinforcement, method of hanging doors or installing windows, anchorage, type and grade of finish.

14.1.2 Capacities, types of materials and performance charts that are pertinent to the materials and performance charts that are pertinent to the equipment item. Wiring diagrams, control diagrams, schematic diagrams, working and erection dimensions, arrangement and specifications.

- 14.2 The Contractor shall provide a submittal letter and shall stamp and submit the Shop Drawings or other submittals to the Associate in accordance with a schedule established by the Associate and the Contractor.

14.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall submit one (1) Mylar and three (3) prints of all Shop Drawings and four (4) copies of any other submittal.

14.2.2 The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Associate the materials and equipment which the Contractor proposes to provide.

14.2.3 Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and other uses as the Associate may be required to enable the Associate to review the submittal.

- 14.3 If the Shop Drawings or other submittals show variations from the requirements of the Contract Documents, the Contractor shall make specific mention of such variations in the Contractor's letter of submittal to the Associate.
- 14.3.1 If the variation is acceptable to the Associate, the Associate shall recommend acceptance of the variation to the Owner for approval.
- 14.3.2 The Contractor shall not be relieved of any responsibility for deviations from the requirements of the Contract Documents by the Associate's approval of Shop Drawings or Samples.
- 14.4 All Shop Drawings, Samples and other submittals shall be reviewed and stamped by the Contractor prior to submittal to the Associate. If it is apparent to the Associate that the Contractor has not reviewed the submittals, or has conducted an incomplete review, the Associate shall reject the submittals.
- 14.4.1 Correction of dimensions, location of various items, encroachments of Work of other Contractors or variations from the requirements of the Contract Documents shall be made or corrected by the Contractor.
- 14.4.2 If required by the Contract Documents or applicable law, the Contractor shall have the Shop Drawings or other submittals prepared by persons and entities possessing expertise and experience in an appropriate trade or profession or by a licensed architect, engineer or other professional.
- 14.5 The Associate shall review and approve or disapprove Shop Drawings, Samples or other submittals within 15 days of receipt or in accordance with the approved submittal schedule or such other period of time as is mutually agreed by the Associate and the Contractor.
- 14.5.1 The Contractor shall make any corrections required by the Associate and shall resubmit the required number of corrected copies of Shop Drawings, product data, Samples or other submittals until approved, which resubmission shall be acted upon by the Associate with 15 days of receipt or such other period of time as is mutually agreed by the Associate and the Contractor.
- 14.5.2 When resubmitting submittals, the Contractor shall direct the Associate's attention to any revisions made by noting such revisions on the resubmitted submittal.
- 14.5.3 All costs incurred by the Associate in reviewing resubmittals of resubmittals, for reason of failure of the initial submittal to meet the requirements of the Contract Documents, shall be paid by the Contractor.
- 14.6 No portion of the Work requiring a Shop Drawing or other submittal shall be commenced until the submittal has been approved by the Associate. Any Work commenced by the Contractor prior to final approval of the Shop Drawings or other submittal by the Associate shall be performed by the Contractor under risk that no payment will be approved or made by the Owner for such Work.
- 14.7 The Associate's review and approval is to determine if the items covered by the submittals will, after installation and incorporation into the Work, conform to the Contract Documents and be compatible with the design concept of the Project as a functioning whole.
- 14.7.1 The Associate's review and approval shall not extend to means, methods, techniques, sequences, procedure of construction or to safety precautions or programs incident thereto.
- 14.7.2 The review and approval of a separate item will not indicate approval of the assembly in which the item functions.
- 14.8 Shop Drawings on all equipment shall include the following written statement from the manufacturer of the equipment:

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

## **ARTICLE 15 - SUBCONTRACTORS AND MATERIAL SUPPLIERS**

- 15.1 Within ten (10) days of the Notice to Proceed, the Contractor shall list the Contractor's proposed Subcontractors and Material Suppliers on Forms 26 and 27, respectively, and submit such forms to the Associate for the Owner's approval.
- 15.1.1 The Owner reserves the right to reject any Subcontractor or Material Supplier. Failure of the Associate to notify the Contractor of rejection within ten (10) days of receipt of Forms 26 and 27 shall constitute notice that the Owner has no objection.
- 15.1.2 If the Owner rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier at no additional cost to the State.
- 15.2 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract without written approval of the Owner.
- 15.2.1 The Contractor shall submit to the Associate amended Forms 26 or 27 and a written justification for the change of the Contractor's Subcontractors or Material Suppliers.
- 15.3 The Contractor shall be fully responsible for all acts and omissions of the Contractor's Subcontractors and Material Suppliers and shall be responsible for scheduling and coordinating the Work of the Contractor's Subcontractors and Material Suppliers with the Lead Contractor.
- 15.3.1 Delays, interference, disruption, and hindrance attributable to the Contractor's Subcontractors or Material Suppliers shall be deemed to be within the control of the Contractor.
- 15.3.2 The Contractor shall require that each of the Contractor's Subcontractors have a competent supervisor at the Project whenever Work is being performed by the Subcontractor.
- 15.3.3 The Contractor agrees to bind the Contractor's Subcontractor and Material Supplier to the terms of the Contract Documents, so far as applicable to the Work of such Subcontractor or Material Supplier.
- 15.4 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the Owner, the effectiveness, fitness for the purpose intended, quality and merchantability of any Work performed or item provided or installed by such Subcontractor or Material Supplier.
- 15.5 **PROMPT PAYMENT**
- 15.5.1 Pursuant to Section 4113.61(A)(1), ORC, if a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Application for Payment, the Contractor shall pay within ten (10) days after receipt of payment from the State:
- 15.5.1.1 To a Subcontractor an amount equal to percent of completion allowed by the Owner for the Subcontractor's Work,
- 15.5.1.2 To a Material Supplier an amount equal to all or a portion of the Material Supplier's request for materials furnished.

- 15.5.2 The Contractor may reduce the amount to be paid to a Subcontractor or Material Supplier pursuant to paragraph G C 15.5.1 by the amount of any retainage withheld from the Contractor and may withhold amounts necessary to resolve disputed liens or claims involving the Work of the Subcontractor or Material Supplier.
- 15.5.3 If the Contractor fails to comply with the provision of paragraph GC 15.5, the Contractor shall pay to the applicable Subcontractor or Material Supplier 18 percent interest on any unpaid amount beginning on the 11th day after receipt of payment from the State.

#### 15.6 CLAIM AFFIDAVIT

- 15.6.1 In order to establish lien rights, Subcontractors and Material Suppliers not in privity of contract with the Contractor must serve a notice of furnishing on the Contractor whose contract is the contract under which the Subcontractor or Material Supplier is performing, pursuant to Section 1311.261, ORC.
  - 15.6.1.1 The notice of furnishing must be served upon the Contractor within 21 days of performing the Work or furnishing the materials.
  - 15.6.1.2 Subcontractors and Material Suppliers not in privity of contract with the Contractor must, at the time of filing a Claim Affidavit with the Owner's representative, provide a copy of the notice of furnishing and proof that it was received by the Contractor.
- 15.6.2 In order to establish lien rights pursuant to Section 1311.26, ORC, a claimant must file a Claim Affidavit with the Owner within 120 days from the date of the last Work or furnishing of materials.
  - 15.6.2.1 In order to receive priority over similar claims, the claimant must file a copy of the claim with the county recorder's office within 30 days of serving the Owner's representative, pursuant to Section 1311.29, ORC.
  - 15.6.2.2 All claimants who serve the Owner and file with the county recorder within 30 days, have no priority among themselves and share in the funds pro rata.
  - 15.6.2.3 Claimants who file with the Owner, but not with the county recorder, are paid only if there are sufficient funds left after paying those claimants who file with the county recorder.
- 15.6.3 The Owner shall notify the Contractor of the receipt of the claim within five (5) days of receiving the Claim Affidavit. A copy of the Claim Affidavit and a statement advising the Contractor of the Contractor's right to dispute the claim will accompany the Owner's notice.
  - 15.6.3.1 The Contractor shall have 20 days to dispute said claim.
  - 15.6.3.2 If the Contractor does not notify the Owner in writing of an intention to dispute the claim within 20 days after receipt of the Claim Affidavit, the Contractor is deemed to have assented to its correctness, pursuant to Section 1311.31, ORC.
- 15.6.4 The Owner shall detain the amount stated in the Claim Affidavit from subsequent Applications for Payment and deposit said amount in an escrow account in accordance with a general escrow agreement between the Owner and a bank in the State in fulfillment of the requirements of Section 153.63, ORC.
  - 15.6.4.1 The escrow agent shall hold the deposit and any interest earned thereon until receipt of notice from the Owner specifying an amount to be released and the person to whom the amount is to be released.



15.6.4.2 The Owner reserves the right to pay a Claim Affidavit which is not timely disputed, pursuant to Section 1311.31, ORC.

## 15.7 CLAIMS AGAINST THE BOND

15.7.1 Pursuant to Section 153.56, ORC, laborers, Subcontractors or Material Suppliers who have furnished or delivered labor or materials to the Project may, at any time after performing the labor or delivering the materials, but not later than 90 days after the acceptance of the Project by the Owner, furnish the Surety a statement of the amount due.

15.7.2 After furnishing the statement, laborers, Subcontractors or Material Suppliers must wait 60 days to bring a suit for the amount due. If the Surety has not paid the claim at the expiration of 60 days, laborers, Subcontractors or Material Suppliers may bring suit for amounts not paid, but must bring the suit within one (1) year of the acceptance of the Project by the Owner.

## ARTICLE 16 - INDEMNIFICATION

### 16.1 INDEMNIFICATION

16.1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Associate, their respective officers, consultants, agents and employees, in both individual and official capacities, from and against all claims, damages, losses and expenses, direct, indirect or consequential arising out of or resulting from the Work.

16.1.1.1 In the event of any such injury, including death, or loss or damage, or claims therefore, the Contractor shall give prompt notice thereof to the Owner.

16.1.1.2 This provision is intended to be, and shall be construed, as consistent with, and not in conflict with, Section 2305.31, ORC.

16.1.2 The indemnification obligations of the Contractor under paragraph GC 16.1.1 shall not extend to the liability of the Associate, the Associate's consultants, agents or employees for negligent preparation or approval of Drawings, Specification, Change Orders, opinions, and any other responsibility of the Associate, except to the extent covered by the Contractor's insurance.

### 16.2 INDEMNIFICATION FOR PATENT OR COPYRIGHT USE

16.2.1 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Owner and the Associate, their respective members, officers, consultants, agents, representatives and employees, in both individual and official capacities from and against all claims, damages, losses and expenses arising out of the Contractor's infringement of patent rights or copyrights.

## ARTICLE 17 - AUDITS AND RECORDS

17.1 The Owner shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work for the purpose of evaluating any claim filed pursuant to Article 8 of the General Conditions.

17.2 The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of six (6) years after the date of acceptance of the Project by the Owner.

- 17.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Owner or the Owner in writing that any Documents copied by the Owner are trade secrets, the Owner shall treat such Documents as Trade Secrets of the Contractor, Subcontractor or Material Supplier, as applicable. In the event any dispute arises with any other person about whether such other person should be given access to the Documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Owner against all costs, expenses, and damages, including without limitation, attorney fees, incurred by reason of that dispute.
- 17.4 The right of inspection, audit and reproduction shall extend to all documents necessary to permit adequate evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- 17.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Owner for a period of three (3) years from the date of any applicable final settlement.
- 17.6 Records which relate to disputes, litigation, or settlement of claims arising out of the performance of the Work shall be made available until such dispute, litigation or claims have been finally decided or settled.

#### **ARTICLE 18 - PREVAILING WAGE PAYROLL SUBMITTALS**

- 18.1 Within ten (10) days of the date of the Notice to Proceed, the Contractor shall provide the Owner's Prevailing Wage Coordinator a schedule of dates during the term of the Contract on which wages will be paid to employees for the Project.
- 18.2 The Contractor shall submit payroll reports with each Application for Payment, which reports shall be certified by the Contractor that the payroll is correct and complete and the wage rates shown are not less than those required by the Contract. The Contractor shall be responsible for submitting all payroll reports of the Contractor's Subcontractors.
- 18.2.1 The payroll report shall indicate the period covered and shall include a list containing the name, address and social security number of each employee of the Contractor and the Contractor's Subcontractors paid for the Work.
- 18.2.2 The payroll report shall list the number of hours each employee worked each day on the Project during the reporting period, the total hours each week on the Project, the employee's hourly rate of pay, job classification, fringe benefits and all deductions from wages and net pay.
- 18.2.3 The payroll report shall also list each fringe benefit and state if it is paid as cash to the employee or to a named plan. For each employee listed, the payroll report shall list the employee's gender and ethnicity. The report shall classify ethnicity as Black, Hispanic, Asian Pacific Islanders, American Indians/Alaskan Natives. All others are considered non-minority.
- 18.2.4 The Contractor and the Contractor's Subcontractors shall also submit apprenticeship agreements for all apprentices utilized on the Project.

#### **ARTICLE 19 - PERFORMANCE EVALUATIONS**

##### **19.1 CONTRACTOR PERFORMANCE**

- 19.1.1 The Associate and the Owner may, at the completion of the Project or as determined by the Owner, evaluate the Contractor's performance. The evaluation form shall be retained by the Owner.
- 19.1.1.1 The Contractor may request a copy of the completed evaluation form. If the Contractor wishes to comment or take exception to any rating or remark, the

Contractor shall send a response in writing to the Owner with a copy to the Associate.

19.1.1.2 The evaluation may be used by the Owner in determining the responsibility of the Contractor for award of future contracts.

## 19.2 ASSOCIATE PERFORMANCE

19.2.1 The Owner and the Contractor may, at the completion of the Project or as determined by the Owner, participate in the evaluation of the Associate's performance. The evaluation form shall be retained by the Owner.

19.2.1.1 The Associate may request a copy of the completed evaluation form. If the Associate wishes to comment or take exception to any rating or remark, the Associate shall send a response in writing to the Owner, with a copy to the Owner or Contractor, as appropriate.

19.2.1.2 The evaluation may be used by the Owner in determining the qualifications of the Associate for award of a future contract.

## ARTICLE 20 - MISCELLANEOUS

### 20.1 TAXES

20.1.1 Only those materials which ultimately become a part of the completed structure or improvement which constitutes the Project will be exempt from State sales tax as provided in Section 5739.02, ORC, and State use tax as provided in Section 5741.01, ORC.

20.1.2 The purchase, lease or rental of material, equipment, parts or expendable items such as form lumber, tools, oils, greases and fuels, which are used in connection with the Work, are subject to the application of State sales tax and State use tax.

### 20.2 ROYALTIES AND PATENTS

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

20.2.2 If a particular invention, design, process, product or device is specified in the Contract Documents and if, to the knowledge of the Associate, use of the specified item is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Associate in the Contract Documents.

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

### 20.3 ASSIGNMENT OF ANTITRUST CLAIMS

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

### 20.4 USE OF DOMESTIC STEEL

20.4.1 It shall be the responsibility of the Associate to specify and the Contractor to supply domestically produced steel in order to comply with Section 153.011, ORC. The Owner

reserves the right to reject any item or material provided or installed by a Contractor in violation of this requirement.

20.5 BOND REDUCTION

20.5.1 Pursuant to Section 153.80, ORC and upon notice and consent of the Contractor's Surety, the Owner may reduce the Bond by 25 percent of the total amount of the Bond after at least 50 percent of the Work has been completed, and by 50 percent after at least 75 percent of the Work has been completed, provided that all of the following conditions are met:

20.5.1.1 The Owner determines that the percentage of Work that has been completed at the time of determination has been satisfactorily performed and meets the terms of the Contract Documents, including a provision in regard to the time when the whole or any specified portion of the Work must be completed;

20.5.1.2 The Owner determines that no disputed claim caused by the Contractor exists or remains unresolved;

20.5.1.3 The bid upon which the Contract is based was not more than ten (10) percent below the next lowest bid or not more than ten (10) percent below the cost estimate for the Work as published in the Notice to Bidders.

## **SUPPLEMENTARY CONDITIONS to the GENERAL CONDITIONS**

The following supplements, modify:

"General Conditions of the Contract for Construction," included as part of AIA Document A201, 2007 edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### **ARTICLE 1 – GENERAL PROVISIONS**

- 1.1 Basic Definitions
  - 1.1.1 The Contract Documents
  - 1.1.2 The Contract
  - 1.1.3 The Work
  - 1.1.4 The Project
  - 1.1.5 The Drawings
  - 1.1.6 The Specifications
  - 1.1.7 Instruments of Service
  - 1.1.8 Initial Decision Maker
- 1.2 Correlation and Intent of the Contract Documents
- 1.3 Capitalization
- 1.4 Interpretation
- 1.5 Ownership and Use of Drawings, Specifications and other Instruments of Service
- 1.6 Transmission of Data in Digital Form

### **ARTICLE 2 – OWNER**

- 2.1 General
- 2.2 Information and Services Required of the Owner

Add the following optional paragraph if applicable:

- 2.2.2.1 The Owner shall secure and pay for the State Building, and Electrical Permits. The successful platform lift contractor shall make application for elevator permit and shall pay the State Application Fee. The successful plumbing contractor shall make application to local Health Department and pay application fee.

The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received or negotiations concluded.

- 2.3 Owner's Right to Stop the Work
- 2.4 Owner's Right to Carry Out the Work

### **ARTICLE 3 – CONTRACTOR**

- 3.1 General
  - 3.2 Review of Contract Documents and Field Conditions by Contractor
- Supplementary Conditions to General Conditions

- 3.3 Supervision and Construction Procedures
- 3.4 Labor and Materials
- 3.5 Warranty
- 3.6 Taxes

When necessary add Paragraph 3.6.1.1:

3.6.1.1 This Project is exempt from state sales tax. The Contractor shall use the “Tax Exempt Certificate” included in Project Manual for use in conjunction with this Project.

- 3.7 Permits, Fees, Notices and Compliance with Laws

When necessary, delete paragraph 3.7.1 and substitute the following:

3.7.1.1 The Contractor shall obtain and pay for all other permits, governmental fees, licenses and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received.

3.7.1.2 The Owner will secure certain permits as provided under Paragraph 2.2.2.

- 3.8 Allowances
- 3.9 Superintendent
- 3.10 Contractor’s Construction Schedules
- 3.11 Documents and Samples at the Site
- 3.12 Shop Drawings, Product Data and Samples
- 3.13 Use of Site
- 3.14 Cutting and Patching
- 3.15 Cleaning Up
- 3.16 Access to Work
- 3.17 Royalties, Patents and Copyrights
- 3.18 Indemnification

#### **ARTICLE 4 – ARCHITECT**

- 4.1 General
- 4.2 Administration of the Contract

Add Clause 4.2.2.1 to Subparagraph 4.2.1:

4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

- 4.2.4 Communications Facilitating Contract Administration

## **ARTICLE 5 – SUBCONTRACTORS**

- 5.1 Definitions
- 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
- 5.3 Subcontractual Relations
- 5.4 Contingent Assignment of Subcontracts

## **ARTICLE 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

- 6.1 Owner’s Right to Perform Construction and to Award Separate Contracts
- 6.2 Mutual Responsibility
- 6.3 Owner’s Right to Clean Up

## **ARTICLE 7 – CHANGES IN THE WORK**

- 7.1 General
- 7.2 Change Orders
- 7.3 Construction Change Directives
- 7.4 Minor Changes in the Work

## **ARTICLE 8 – TIME**

- 8.1 Definitions
- 8.2 Progress and Completion
- 8.3 Delays and Extensions of Time

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

- 9.1 Contract Sum
- 9.2 Schedule of Values
- 9.3 Applications for Payment

Delete 9.3.1 and substitute the following for Paragraph 9.3.1:

- 9.3.1** At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor will submit to the Architect a partial payment request filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment request and supported by such data as the Architect may reasonably require. The Contractor, in each partial payment request, shall bill materials and labor separately.

## LABOR

- A. Partial payments to the Contractor for labor performed under either a Unit Price or lump sum Contract shall be made at the rate of 92 percent of the amount invoiced through the application for Payment which shows the total Contract Completion at 50 percent or greater, pursuant to Section 153,13, ORC.
- B. After the Contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract price to the Contractor, except in the case of Contracts the total of which is less than \$15,000, no additional funds shall be retained from payments for labor.

## MATERIAL

- A. The Owner shall pay to the Contractor a sum at the rate of 92 percent of the invoice cost, not to exceed the bid amount in a Unit Price or lump sum Contract, for material delivered on the site of the project, or other point in the vicinity of the Project, or other storage site approved by the Associate, provided the Contractor provides the following information with the Application for Payment:
  - 1. After the Contract is 50 percent complete, as evidenced by payments in the amount of at least 50 percent of the Contract price to the Contractor, except in the case of Contracts the total of which is less than \$15,000, no additional funds shall be retained from payments for material.
  - 2. A list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost.
  - 3. A certification of materials stored off site, prepared by the Contractor and signed by the Associate to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. All costs incurred by the Associate to visit a storage site, other than the areas adjacent to the Project, shall be paid by the Contractor.

All retainage will be held until final completion and acceptance of all work covered by the Contract Documents. When the Work is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages and escrow fund, less authorized deductions.

### Supplementary Conditions to General Conditions

Page 5

- 9.4 Certificates for Payment
- 9.5 Decisions to Withhold Certification
- 9.6 Progress Payments
- 9.7 Failure of Payment
- 9.8 Substantial Completion



- 9.9 Partial Occupancy or Use
- 9.10 Final Completion and Final Payment

**ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY**

- 10.1 Safety Precautions and Programs
- 10.2 Safety of Persons and Property
  - 10.2.8 Injury or Damage to Person or Property
- 10.3 Hazardous Materials
- 10.4 Emergencies

Add the following Paragraphs:

- 10.5 Drug-Free Workplace
  - 10.5.1 The Contractor must maintain a “Drug-Free Workplace” program that conforms to the requirements set forth in the Marion County and Ohio Bureau of Workers Compensation “Drug-Free Workplace” Program.

**ARTICLE 11 – INSURANCE AND BONDS**

- 11.1 Contractor’s Liability Insurance

Add the following section:

- 11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - 1. Premises Operations (including X, C and U coverages as applicable).
  - 2. Independent Contractor's Protective.
  - 3. Products and Completed Operations.
  - 4. Personal Injury Liability with Employment Exclusion deleted.

Supplementary Conditions to General Conditions  
Page 6

- 5. Contractual, including specified provision for Contractor's obligation under paragraph 3.1.2.
- 6. Owned, non-owned and hired motor vehicles.
- 7. Broad Form Property Damage including Completed Operations.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall pre-date the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

The insurance required in this paragraph shall be written for not less than the following limits, or greater if required by law:

1. Workers Compensation:
  - a. State - Statutory
  - b. Applicable Fed., e.g. Longshoremen's - Statutory
  - c. Employer's Liability: \$500,000 per accident  
\$500,000 disease, policy limit  
\$500,000 disease, each employee
  
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage:
  - a. Bodily Injury:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate
  
  - b. Property Damage:

\$1,000,000	Each Occurrence
\$1,000,000	Aggregate
  
  - c. Products and Completed Operations to be maintained for two years after final payment.

\$1,000,000	Aggregate
-------------	-----------
  
  - d. Property Damage Liability Insurance shall provide X, C and U coverage.
  
  - e. Broad Form Property Damage Coverage shall include Completed Operations.
  
3. Contractual Liability:
  - a. Bodily Injury:

- |    |  |                  |
|----|--|------------------|
|    | \$1,000,000  | Each Occurrence  |
|    | \$1,000,000  | Aggregate        |
| b. | Property Damage:   |                  |
|    | \$1,000,000  | Each Occurrence  |
|    | \$1,000,000  | Aggregate        |
| 4. | Personal Injury, with Employment Exclusion deleted:                        |                  |
|    | \$1,000,000  | Aggregate        |
| 5. | Business Auto Liability, (including any auto, hired auto, non-owned autos) |                  |
| a. | Bodily Injury:   |                  |
|    | \$750,000  | Each person      |
|    | \$750,000  | Each occurrence  |
| b. | Property Damage:   |                  |
|    | \$750,000  | Each occurrence. |
| 6. | Umbrella Excess Liability:   |                  |
|    | \$1,000,000 over primary insurance   |                  |
|    | \$10,000 retention for self-insured hazards each occurrence.               |                  |

11.2 Owner's Liability Insurance

11.3 Property Insurance

11.3.2 Boiler or Machinery Insurance

11.3.3 Loss of Use Insurance

11.3.7 Waivers of Subrogation

11.4 Performance Bond and Payment Bond

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each

Supplementary Conditions to General Conditions

Page 8

bond shall be equal to 100% of the Contract sum. Bond shall meet the requirements of Ohio Revised Code, Section 153.571.

## **ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK**

12.1 Uncovering of Work

12.2 Correction of Work

12.2.1 Before or After Substantial Completion

- 12.2.2 After Substantial Completion
- 12.3 Acceptance of Nonconforming Work

### **ARTICLE 13 – MISCELLANEOUS PROVISIONS**

- 13.1 Governing Law
- 13.2 Successors and Assigns
- 13.3 Written Notice
- 13.4 Rights and Remedies
- 13.5 Tests and Inspections
- 13.6 Interest
- 13.7 Time Limits on Claims

### **ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT**

- 14.1 Termination by the Contractor
- 14.2 Termination by the Owner for Cause
- 14.3 Suspension by the Owner for Convenience
- 14.4 Termination by the Owner for Convenience

### **ARTICLE 15 – CLAIMS AND DISPUTES**

- 15.1 Claims
  - 15.1.1. Definition
  - 15.1.2 Notice of Claims
  - 15.1.3 Continuing Contract Performance
  - 15.1.4. Claims for Additional Cost
  - 15.1.5. Claims for Additional Time
  - 15.1.6. Claims for Consequential Damages
- 15.2 Initial Decision
- 15.3 Mediation
- 15.4 Arbitration
  - 15.4.4 Consolidation or Joinder

END OF SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS A-201.

# OHIO AUDITOR

## Findings for Recovery Database

### What is this?

This database is used by local governments and state agencies to check and ensure, as required by law, that public contracts are not awarded to persons or businesses against which a Finding for Recovery has been issued and remains unresolved.

### Two search options are available:

a **certified search** (which may be required by law) and a **general search**, from which results are not certified.

Ohio law ([ORC section 9.24](#)) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed \$25,000.

The Auditor of State has established a database pursuant to ORC 9.24 in order to list all persons who have unresolved findings for recovery, dating back to January 1, 2001. Before entering into a public contract described above, a state agency or political subdivision is required to verify that the person does not appear in this database.

Please note that if you need certification that the person to whom you plan to award a contract is not prohibited by ORC 9.24 from receiving the contract, you have the option to perform a Certified Search.

This database also contains, for informational purposes only, all persons against whom findings for recovery have been issued since January 1, 2001, even if those findings have been resolved. Please note that only those persons who have unresolved findings for recovery are prohibited from receiving public contracts.

**NOTE:** unless the name you search for actually appears on the list of possible matches, that person is not included in the Auditor of State's database and is not prohibited by ORC 9.24 from being awarded a contract.

#### CERTIFIED SEARCH

To perform a certified search. Use this function if you are required by ORC 9.24 to verify that the person to whom you plan to award a contract does not appear in the database.

#### GENERAL SEARCH

To search the database if you do not need certification of a person's eligibility to receive a contract.

<http://www.auditor.state.oh.us> \_CLICK ON "AUDITS" THEN "FINDINGS FOR RECOVERY"  
OR DIRECTLY TO: <https://ohioauditor.gov/findings.html>

## WAGE RATES

### 1.1 WAGES AND HOURS

- 1.1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division to laborers and mechanics performing Work on the Project.
- 1.1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works."
- 1.1.3 The Contractor shall submit all payroll reports in compliance with the requirements of Article 18 of the General Conditions.
- 1.1.4 Contractors must provide the Owner a copy of the apprenticeship agreement for each apprentice on the project.

### 1.2 PREVAILING WAGE DETERMINATION

For projects involving a single prime Contractor, the Contractor and his/her subcontractors shall pay prevailing wages if the amount bid, including alternates, equals or exceeds the following thresholds:

For projects consisting of renovation of any kind, removal and reconstruction of equipment or utilities, and demolition: \$75,000.00 as of September 29, 2013 – September 27, 2014.

For projects involving new construction, addition, or a combination of addition and renovation: \$250,000.00 as of September 29, 2013 – September 27, 2014.

For projects involving multiple prime contracts, each Contractor and his/her sub contractors shall pay prevailing wages if the Associates' estimate, including alternates, for the entire project exceeds the above thresholds.

- 1.2.1 The attached pages are the prevailing rates of wages as ascertained by the Ohio Bureau of Employment Services, Wage and Hour Division for the Project as provided in Section 4115.03 through 4115.14, ORC.
- 1.2.2 The Owner shall, within seven (7) working days after receipt of a notice of a change in the prevailing rates, notify the Contractor of the change.
- 1.2.3 The Contractor shall make the necessary adjustment in the prevailing wage rate and shall pay any wage increase during the term of the Contract.

### 1.3 VIOLATION

- 1.3.1 Pursuant to Section 4115.99, ORC, whoever violates Section 4115.08 or 4115.09, ORC, shall be fined not less than \$25 nor more than \$500.
- 1.3.2 Pursuant to Section 4115.99, ORC, whoever violates division (C) of Section 4115.071, or Section 4115.10 or 4115.11, ORC is guilty of a misdemeanor of the second degree for a first offense. For each subsequent offense such person is guilty of a misdemeanor of the first degree.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
INSURER D :			
INSURER E :			
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

## **DRUG-FREE WORKPLACE**

The Contractor must maintain a “Drug-Free Workplace” program that conforms to the requirements set forth in the Morrow County and Ohio Bureau of Workers Compensation “Drug-Free Workplace” Program.

For the State of Ohio Drug-Free Workplace Policy, go to the following site:

<http://das.ohio.gov/LinkClick.aspx?fileticket=tuFnLFmCqAw%3d&tabid=71>



NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT  
Section 1311.252, Ohio Revised Code

State of Ohio  
County of Marion

Notice is hereby given by Morrow County Commissioners , Owner, of the commencement of a public improvement as follows:

1. The public improvement is identified as:  
Project Name: New Offices for Morrow County Health District  
Project Number: 23-117  
Location and / or Description of Project: 480 Douglas Street, Mt. Gilead, OH 43338.

1a) Legal Description of Property attached.

2. The principal contractors on the public improvement and the trade and surety of each are as follows:

A. Trade: General Contractor

Date of Contract: \_\_\_\_\_

Principal Contractor: NAME  
ADDRESS  
CITY STATE ZIP

Surety:

Agent:

\_\_\_\_\_, Attorney-in-Fact

3. The representative of Morrow County Commissioners, Owner, upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

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

Title: Director of Operations

Address: 80 N. Walnut St., Mt. Gilead, OH 43338.

To Lien Claimants and Subsequent Purchasers:

Take notice that labor or work is about to begin on or materials are about to be furnished for and improvement to the real property described in this instrument. A person having a mechanics' lien may preserve the lien by providing a Notice of Furnishing to the above-named designee and the above-named designee's original Contractor, if any, and by timely recording an affidavit pursuant

to Section 1311.06 of the Revised Code. A copy of this notice may be obtained upon making a written request by certified mail to the above-named owner, part owner, lessee, designee, or the person with whom you have contracted.

\*\*\*\*\*

I certify or affirm that to the best of my knowledge, the information provided in this document is true and correct and that I am fully authorized to provide this Notice.

Affiant: Name of Owner / Office

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Address, City, State, Zip

The Affiant acknowledged and signed this instrument before me, a Notary Public in and for the County of \_\_\_\_\_, State of Ohio.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

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

This Document prepared by:

**NOTICE OF FURNISHING**

Section 1311.261, Ohio Revised Code

(FOR USE IN CONNECTION WITH PUBLIC IMPROVEMENTS)

TO: \_\_\_\_\_  
(Name of Principal Contractor)

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

\_\_\_\_\_  
\_\_\_\_\_  
(Address of Principal Contractor)

The undersigned notifies you that he has furnished or performed or will furnish or perform

\_\_\_\_\_  
\_\_\_\_\_  
(Describe labor, work, or materials)

for the improvement of real property identified as \_\_\_\_\_

\_\_\_\_\_  
(Property description or address)

under order given by \_\_\_\_\_  
(Name of subcontractor or materialman)

The labor, work, or materials were first furnished or performed or will be furnished or performed

on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of subcontractor or materialman)

By: \_\_\_\_\_  
(Signature)

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

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

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**This Notice of Furnishing must be served in compliance with Ohio Revised Code Sections 311.19 and 1311.261.**

# DRAFT AIA® Document G702™ - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> Morrow County Commissioners 80 N. Walnut St. Mt. Gilead, OH 43338	<b>PROJECT:</b> New Offices: Morrow County Health Dist. 480 Douglas St. Mt. Gilead, OH 43338	<b>APPLICATION NO:</b> 001	<b>Distribution to:</b> OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
<b>FROM CONTRACTOR:</b>	<b>VIA ARCHITECT:</b> Omness Design, Inc. 140 Fairfax Road Marion OH 43302	<b>PERIOD TO:</b> <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> <b>PROJECT NOS:</b> 23-117/ /	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM .....	\$0.00
2. NET CHANGE BY CHANGE ORDERS .....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703: \$0.00) =	\$0.00
b. 0 % of Stored Material (Column F on G703: \$0.00) =	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**  
By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DRAFT





DRAFT

# AIA® Document G707™ - 1994

## Consent Of Surety to Final Payment

<b>PROJECT:</b> <i>(Name and address)</i> 21-117 New Offices for Morrow County Health District 480 Douglas Street Mt. Gilead, OH 43338	<b>ARCHITECT'S PROJECT NUMBER:</b> 23-117	OWNER: <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Morrow County Commissioners 80 N. Walnut Street, Mt. Gilead, OH 43338	<b>CONTRACT FOR:</b>	ARCHITECT: <input type="checkbox"/>
	<b>CONTRACT DATED:</b>	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of  
*(Insert name and address of Contractor)*

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

Morrow County Commissioners  
80 N. Walnut St., Mt. Gilead, OH 43338

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
*(Seal):*

\_\_\_\_\_  
*(Printed name and title)*





Date \_\_\_\_\_

## PARTIAL UNCONDITIONAL WAIVER

I/We have a contract with \_\_\_\_\_  
(Other contracting party)  
to provide \_\_\_\_\_

\_\_\_\_\_

for the improvement of the property described as \_\_\_\_\_

\_\_\_\_\_

and hereby waive and release my/our mechanics' lien rights to the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Write in amount in words) (Figures)

for labor/materials provided through \_\_\_\_\_.  
(Date)

This waiver, together with all previous waivers, if any covers all amounts due to me/us, other than retainage, for contract improvements provided through the date set forth in the preceding paragraph. It further constitutes a waiver and release of any rights to funds paid pursuant to the construction contract or any subcontract for labor/materials provided through that date. I have full authority to execute this waiver.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed Name)

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

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

# FINAL CONDITIONAL WAIVER

Date \_\_\_\_\_

My/our contract with \_\_\_\_\_  
(Other contracting party)  
to provide \_\_\_\_\_

\_\_\_\_\_

for the improvement of the property described as: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

having been fully paid and satisfied, all my/our mechanics' lien rights against such property are hereby waived and released. I/we further waive and release any rights I/we have to funds paid pursuant to the construction contract or any subcontract. I have full authority to execute this waiver.

This waiver is conditioned on actual receipt of \_\_\_\_\_  
(Write out amount)  
\_\_\_\_\_ (\$ \_\_\_\_\_).

I/we will serve a new Notice of Furnishing if I/we provide additional labor/materials for which I/we may wish to assert my/our mechanics' lien rights against such property.

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

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

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

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

Date \_\_\_\_\_

**FINAL UNCONDITIONAL WAIVER**

Affiant states that all claims outstanding against said Contractor \_\_\_\_\_ for labor materials, and expendable equipment employed in the performance of said Contractor have been paid in full.

Affiant further relieves \_\_\_\_\_  
(Name of Owner)  
of all responsibilities of such debts incurred to date hereof against said Contract.

\_\_\_\_\_ County

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_.

(AFFIX SEAL HERE)

\_\_\_\_\_  
(NAME OF NOTARY PUBLIC)

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

**Morrow County Commissioners**

80 N. Walnut Street  
Mt. Gilead, OH 43338

State of Ohio, County of \_\_\_\_\_

**AFFIDAVIT OF CONTRACTOR**

(Contractor is required to submit this form with the final pay request and/or request to release escrow)

The undersigned certifies that the Contractor, all Subcontractors and Material Suppliers have been paid in full for all Work performed or materials furnished for the following Project:

Project/Contract No. \_\_\_\_\_

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

Affiant further certifies that all Subcontractors and Material Suppliers have been paid in full (check below if applicable):

- except such amounts as will be paid from the estimate now due.
- except those liens which the Contractor previously disputed and resolved by providing a Bond pursuant to Section 1311.311 ORC and has served a notice to commence suit to lien claimant.

Further affiant sayeth naught.

<b>Authorized Signature</b>	_____
<b>Print Name</b>	_____
<b>Title</b>	_____
<b>Company Name</b>	_____
Sworn to and subscribed before me this _____ day of _____, _____.	
_____	
Notary Public	

**AFFIDAVIT**

**PAYMENT OF PREVAILING WAGES**

This is to certify that all my subcontractors and myself have complied fully with Chapter 4115, of the Revised Code pertaining to Wages on Public Works, regarding the

\_\_\_\_\_ Project Name and Location

\_\_\_\_\_  
(Sign in ink) \_\_\_\_\_ Contractor

**AFFIDAVIT OF CONTRACTOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
City State

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

\_\_\_\_\_, being first duly sworn, says that he is

\_\_\_\_\_, of \_\_\_\_\_,  
Title Name of Contractor

\_\_\_\_\_, \_\_\_\_\_.  
City State

Contractor for the \_\_\_\_\_, work for the construction  
Branch of Work

of \_\_\_\_\_  
Name of Project

for \_\_\_\_\_  
Name of Owner

Affiant further says that all claims outstanding against said Contractor for labor, materials, and expendable equipment employed in the performance of said contractor have been paid in full, except such claims as will be paid from estimate now due.

**WAIVER OF LIEN**

Affiant further relieves \_\_\_\_\_ of all responsibilities  
Name of Owner

of such debts incurred to date hereof against said contract.

\_\_\_\_\_  
AFFIANT

Sworn to before me and subscribed in my presence at \_\_\_\_\_

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
County

My commission expires \_\_\_\_\_, 20\_\_\_\_\_ *Affix seal here.*

This form to be returned to:

**GUARANTEE**

DATE: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(ADDRESS)

I/We \_\_\_\_\_, having performed certain work and/or  
(CONTRACTOR)

furnished material for \_\_\_\_\_, under contract  
(NAME OF PROJECT)

dated \_\_\_\_\_, by me/us have been installed in a good and workmanlike manner, and that all materials used in the installation have been equal to, or are better than the materials called for in the specifications. I/We further guarantee that if any defective materials or faulty workmanship are found to exist in any part of the work under my/our contract within a period of one (1) year after formal acceptance of the architect, Omness Design, Inc., 140 Fairfax Road, Marion, Ohio, I/We shall either replace or correct immediately such defective material or faulty workmanship upon due notice from the architect, and without cost to the Owner, Owner's Agent, successors or assigns. I/We agree to continue my/our Performance Bond for the period of guarantee, whereby if I/We would neglect or fail to replace or correct such defective materials or faulty workmanship, that then my/our bonding company shall be the agent for complying with the conditions of this guarantee.

\_\_\_\_\_  
(NAME OF CONTRACTOR)

BY: \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

(AFFIX SEAL HERE)

\_\_\_\_\_ County

## **TECHNICAL SPECIFICATIONS**



## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 PROJECT INFORMATION

- A. Project Identification: New Offices for Morrow County Health District Offices; 23-117.
  - 1. Project Location: 480 Douglas Street, Mt. Gilead OH 43338.
- B. Owner: Morrow County Commissioners, 80 N. Walnut St., Mt. Gilead OH 43338; Contact: Jamie Brucker, Director of Operations; Phone: 419-718-0739; Email: [Jamie.brucker@co.morrow.oh.us](mailto:Jamie.brucker@co.morrow.oh.us).
- C. Architect: Paul Omness, AIA, Omness Design, Inc., 140 Fairfax Road, Marion OH 43302; Phone: 740-387-8947; Email: [odi.paul@omnessdesign.com](mailto:odi.paul@omnessdesign.com) and Bradley Blumensheid (same contact; [bradleyb@rhythm-arch.com](mailto:bradleyb@rhythm-arch.com)).
- D. Architect's Consultants: Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
  - 1. Plumbing, HVAC & Electrical: mds & associates, inc., 4125 Hills & Dales Rd. N.W. Suite 100, Canton, OH 44708-1676; Contact: Michael DeStefano, Phone: 330-492-0874; Email: [mds-michael@sbcglobal.net](mailto:mds-michael@sbcglobal.net)
  - 2. Structural: Derwacter & Associates, LLC, 5275 Milford Dr., Zanesville, OH 43701; Phone: 740-453-9738; Email: [matt.derwacter@derwacterassociates.com](mailto:matt.derwacter@derwacterassociates.com)
- E. The Work consists of Alterations to building for county health department.
- F. Work by Owner: Existing and new paving work.

#### 1.2 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of building indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project, and as follows:
  - 1. Owner will occupy portions of premises during construction. Clean up work areas and return to usable condition at the end of each work period. Clean up work areas and return to usable condition at the end of each work period.
  - 2. Contractors are to communicate on a regular basis with Director of Operations, Jamie Brucker, on what areas will be center of work.
  - 3. Limits: Verify work and storage zones with the Owner.
  - 4. Driveways, Walkways, and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

PART 2 - PRODUCTS (Not Used)  
PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012000 - PRICE AND PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least seven days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the schedule of values with Contractor's construction schedule.
  - 1. Arrange schedule of values consistent with format of AIA Document G703.
  - 2. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 3. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - 4. Provide separate line items in the schedule of values for initial cost of materials and for total installed value of that part of the Work.
  - 5. Provide a separate line item in the schedule of values for each allowance.
  
- B. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
  
- C. Submit three copies of each application for payment according to the schedule established in Owner/Contractor Agreement.
  - 1. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.
  - 2. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 3. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
    - a. Include insurance certificates, proof that taxes, fees, and similar obligations were paid, and evidence that claims have been settled.
    - b. Include affidavit of release of liens.
    - c. Include consent of surety to final payment on AIA Document G707.
    - d. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS

- A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ACI - American Concrete Institute; (Formerly: ACI International); [www.concrete.org](http://www.concrete.org).
  - 8. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 9. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 10. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 11. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 12. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 13. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 14. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 15. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 16. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 17. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 18. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 19. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 20. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 21. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 22. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  - 23. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  - 24. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  - 25. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
  - 26. ARI - American Refrigeration Institute; (See AHRI).
  - 27. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
  - 28. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
  - 29. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
  - 30. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).

31. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
32. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
33. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
34. ASTM - ASTM International; (American Society for Testing and Materials International); [www.astm.org](http://www.astm.org).
35. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
36. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
37. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
38. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
39. AWWA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); [www.awpa.com](http://www.awpa.com).
40. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
41. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
42. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
43. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
44. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
45. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.com](http://www.bifma.com).
46. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
47. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bwfbadminton.org](http://www.bwfbadminton.org).
48. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
49. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
50. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
51. CFFA - Chemical Fabrics & Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
52. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
53. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
54. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
55. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
56. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
57. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
58. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
59. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
60. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
61. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
62. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
63. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
64. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
65. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
66. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
67. CWC - Composite Wood Council; (See CPA).
68. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
69. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).
70. ECA - Electronic Components Association; (See ECIA).
71. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
72. ECIA ? Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org)
73. EIA - Electronic Industries Alliance; (See TIA).
74. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).

75. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
76. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
77. ESTA - Entertainment Services and Technology Association; (See PLASA).
78. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
79. FIBA - Fédération Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
80. FIVB - Fédération Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
81. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
82. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
83. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarooft.com](http://www.floridarooft.com).
84. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
85. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
86. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
87. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
88. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
89. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
90. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
91. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
92. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
93. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
94. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
95. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
96. IAS - International Approval Services; (See CSA).
97. ICBO - International Conference of Building Officials; (See ICC).
98. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
99. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
100. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
101. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
102. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
103. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
104. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
105. IESNA - Illuminating Engineering Society of North America; (See IES).
106. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
107. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
108. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
109. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
110. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
111. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
112. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
113. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
114. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
115. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
116. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
117. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).

118. LMA - Laminating Materials Association; (See CPA).
119. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
120. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
121. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
122. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
123. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
124. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
125. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
126. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); [www.wmmpa.com](http://www.wmmpa.com).
127. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
128. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
129. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
130. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
131. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
132. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
133. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
134. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
135. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
136. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
137. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
138. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
139. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
140. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
141. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
142. NFPA - NFPA; (National Fire Protection Association); [www.nfpa.org](http://www.nfpa.org).
143. NFPA - NFPA International; (See NFPA).
144. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
145. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
146. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
147. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
148. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
149. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
150. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
151. NSF - NSF International; (National Sanitation Foundation International); [www.nsf.org](http://www.nsf.org).
152. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
153. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
154. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
155. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
156. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
157. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
158. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).
159. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
160. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
161. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
162. SAE - SAE International; (Society of Automotive Engineers); [www.sae.org](http://www.sae.org).
163. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).

164. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
165. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
166. SEFA - Scientific Equipment and Furniture Association; [www.sefalabs.com](http://www.sefalabs.com).
167. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
168. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
169. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
170. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
171. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
172. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
173. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
174. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
175. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
176. SRCC - Solar Rating and Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
177. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
178. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
179. STI - Steel Tank Institute; [www.steeltank.com](http://www.steeltank.com).
180. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
181. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
182. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
183. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); [www.tileusa.com](http://www.tileusa.com).
184. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
185. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
186. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
187. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
188. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
189. TPI - Turfgrass Producers International; [www.turfgrasssod.org](http://www.turfgrasssod.org).
190. TRI - Tile Roofing Institute; (Formerly: National Tile Roofing Manufacturing Association); [www.tilerroofing.org](http://www.tilerroofing.org).
191. UBC - Uniform Building Code; (See ICC).
192. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
193. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
194. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
195. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
196. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
197. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
198. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
199. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
200. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
201. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); [www.wicnet.org](http://www.wicnet.org).
202. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
203. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
204. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).



C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

1. DIN - Deutsches Institut für Normung e.V.; [www.din.de](http://www.din.de).
2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Water and Electric Power: Available from Owner's existing system without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Accessible Temporary Egress: Comply with applicable provisions in ICC A117.1.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

### PART 3 - EXECUTION

#### 3.1 SUPPORT FACILITIES INSTALLATION

- A. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

#### 3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
- B. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

#### 3.3 MOISTURE AND MOLD CONTROL

- A. Before installation of weather barriers, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
  - 1. Protect stored and installed material from flowing or standing water.
  - 2. Keep deck openings covered or dammed.
- B. After installation of weather barriers but before full enclosure and conditioning of building, protect as follows:

1. Discard water-damaged material.
2. Do not install material that is wet.
3. Discard, replace, or clean stored or installed material that begins to grow mold.
4. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.

#### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion.
- C. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 015000

## SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Samples showing the full range of colors available for each type of finish.
- B. Installer Qualifications: Fabricator of products.
- C. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is completed, and HVAC system is operating.

### PART 2 - PRODUCTS

#### 2.1 ARCHITECTURAL CABINETS

- A. Quality Standard: AWI, AWMAC, and WI's "Architectural Woodwork Standards."
- B. Plastic-Laminate Cabinets: Custom grade.
  - 1. Type of Construction: Frameless.
  - 2. Cabinet Door and Drawer Style: Reveal overlay.
  - 3. Laminate Cladding: Horizontal surfaces other than tops, Grade HGS or Grade HGL; postformed surfaces, Grade HGP; vertical surfaces, Grade HGS or Grade VGS.
  - 4. Drawer Sides and Backs: Solid hardwood.
  - 5. Drawer Bottoms: Thermoset decorative panels.

#### 2.2 MATERIALS

- A. Wood Moisture Content: 5 to 10 percent.
- B. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.
- C. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1.
- D. High-Pressure Decorative Laminate: NEMA LD 3.
  - 1. Basis of Design: Wilsonart, Matte, Graphite 10657

#### 2.3 CABINET HARDWARE AND ACCESSORY MATERIALS

- A. Butt Hinges: 2-3/4-inch five-knuckle steel hinges made from 0.095-inch thick metal, and as follows:
  - 1. Semiconcealed Hinges for Overlay Doors: BHMA A156.9, B01521.

- B. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 135 degrees of opening.
- C. Wire Pulls: Back mounted, solid metal 4 inches long, 5/16 inch (8 mm) in diameter.
- D. Catches: Push-in magnetic catches, BHMA A156.9, B03131.
- E. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.
- F. Shelf Rests: BHMA A156.9, B04013; metal.
- G. Drawer Slides: BHMA A156.9, B05091.
  - 1. Box Drawer Slides: Grade 1.
- H. Drawer Locks: BHMA A156.11, E07041.
- I. Exposed Hardware Finishes: Comply with BHMA A156.18 for BHMA code number indicated.
  - 1. Finish: Satin Stainless Steel: BHMA 630.
- J. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to 15 percent moisture content.

## 2.4 FABRICATION

- A. Complete fabrication to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.
- B. Install cabinets to comply with referenced quality standard for grade specified.
- C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor cabinets to anchors or blocking built into or directly attached to substrates. Fasten with countersunk concealed fasteners and blind nailing.

- F. Cabinets: Install so doors and drawers are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation.

END OF SECTION 064116

## PART 1 - GENERAL

### 1.01 SUMMARY

A. Section Includes: Provide solid surfacing fabrications including but not limited to following:

1. window sills.
2. counter tops.
3. vanity tops.
4. millwork counter tops with sinks and cove backsplashes.

B. Definitions:

1.02 Solid Surface: Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment.

### 1.03 SUBMITTALS

A. Product Data: Indicate Product description including solid surface sheets, sinks, bowls and illustrating full range of standard colors, fabrication information and compliance with specified performance requirements. Submit Product data with resistance to list of chemicals.

B. Shop Drawings: Submit Shop Drawings for work of this Section in accordance with Section 01 30 00. Indicate plans, sections, dimensions, component sizes, edge details, thermosetting requirements, fabrication details, attachment provisions, sizes of furring, blocking, including concealed blocking and coordination requirements with adjacent work. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, soap dispensers, waste receptacles and other items installed in solid surface.

C. Samples: Submit samples in accordance with Section 01 30 00. Submit minimum 6" x 6" samples. Cut sample and seam together for representation of inconspicuous seam. Indicate full range of color and pattern variation. Approved samples will be retained as standards for work.

### 1.04 CLOSEOUT SUBMITTALS

A. Operational and Maintenance Data:

1. Submit manufacturer's care and maintenance data, including repair and cleaning instructions. Include in Project closeout documents.
2. Provide a commercial care and maintenance kit and video. Review maintenance procedures and warranty details with Owner upon completion.

### 1.05 QUALITY ASSURANCE

A. Qualifications:

1. Installers: Provide work of this Section executed by competent installers with minimum 5 years experience in the application of Products, systems and assemblies specified and with approval and training of the Product manufacturers.
2. Should mock-up not be approved, rework or remake until approval is secured. Remove rejected units from Project site.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver no components to Project site until areas are ready for installation.
- B. Storage and Handling Requirements:
  1. Store components indoors prior to installation.
  2. Handle materials to prevent damage to finished surfaces.

1.07 WARRANTY

- A. Manufacturer Warranty: Provide manufacturer's standard warranty for material only for period of 10 years against defects and/or deficiencies in accordance with General Conditions of the Contract. Promptly correct any defects or deficiencies which become apparent within warranty period, to satisfaction of Architect and at no expense to Owner.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer List: Products of following manufacturers are acceptable subject to conformance to requirements of Drawings, Schedules and Specifications:
  1. Basis of Design: Corian by DuPont; [www.corian.com](http://www.corian.com)
- B. Substitution Limitations: This Specification is based on Corian® Products. Comparable Products from manufacturers listed herein will be accepted provided they meet requirements of this Specification.

2.02 MATERIALS

- A. Description:
  1. EQc4.1: Provide adhesives and sealants with VOC quantities lower than stated in SCAQMD Rule 1168. Ensure VOC quantities for sealants do not exceed 250 g/l under any circumstances.
 

<ol style="list-style-type: none"> <li>a. Ball Impact</li> <li style="padding-left: 20px;">NEMA LD 3, Method 3.8</li> <li>b. Flammability</li> <li style="padding-left: 20px;">255 723</li> <li>c. Flame Spread</li> </ol>	<p>No fracture - 1/2 lb. Ball:</p> <p>6 mm slab - 36" drop 12 mm slab - 144" drop</p> <p>ASTM E84, NFPA &amp; UL</p>	<p>&lt;25</p> <p>&lt;25</p>
--	--	-----------------------------



d.	Smoke Developed	<25	<25
e.	Class Safety Code	A	A NFPA 101®, Life

B. Solid Surface Material:

C. Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment; not coated, laminated or of composite construction; meeting following criteria:

D. Flammability: Class 1 and A when tested to UL 723.

E. Adhesive for Bonding to Other Products: One component silicone to ASTM C920.

F. Sealant: A standard mildew-resistant, FDA/UL® [and NSF/ANSI 51 compliant in Food Zone area,] recognized silicone color matched sealant or clear silicone sealants.

G. Sink/Bowl Mounting Hardware: Manufacturer's approved bowl clips, brass inserts and fasteners for attachment of undermount sinks/bowls.

H. Heat Reflecting Tape: Manufacturer's standard aluminum foil tape, with required thickness, for use with cutouts near heat sources.

I. Insulating Nomex® Fabric: Manufacturer's standard for use with conductive tape in insulating solid surface material from adjacent heat source.

## 2.03 COMPONENTS

A. Window Sills: 1/2" thick solid surfacing material, adhesively joined with inconspicuous seams, edge details as indicated on Drawings. Color selected later by Architect from manufacturer's full color range.

B. Counter Perimeter Frame: Ensure 1/2" [3/4"] thick, moisture resistant [cores for counter tops in wet areas having sinks or lavatories are 3/4" thick exterior grade plywood with waterproof adhesive, Fir or Poplar plywood, veneer core only.] [MDF core conforming to ANSI/NPA A208.2 balanced design, manufactured from recycled materials, meeting ANSI Standards for emissions, of minimum density of 48 lb/cu ft and surface character to match sample approved by Architect. Ensure fire retardant Product contains fire-retardant chemicals injected with raw materials during manufacturing and achieves a maximum flame-spread rating of 25 with a maximum smoke development of 200 when tested to ASTM E84.]

- C. Lavatory Tops with Seamed Bowls: 1/2" [3/4"] thick countertop of [solid polymer] [100% acrylic] [polyester-acrylic blend] solid surfacing material, cast to desired profiles and sizes having edge details as indicated on Drawings conforming to CSA B45.5/IAPMO Z124, complete with [seamed "S" undermount] bowl. Provide countertops complete with backsplashes of size shown on Drawings. Ensure countertop and backsplash is [ ] color; [single color] [maximum 2, 3 or 4 colors] [non-coved] [coved] as selected by Architect. Ensure [5] bowls are [ ] model.
- D. Lavatory Tops with Undermount Bowls: 1/2" [3/4"] thick countertop of [solid polymer] [100% acrylic] [polyester-acrylic blend] solid surfacing material, cast to desired profiles and sizes having edge details as indicated on Drawings conforming to CSA B45.5/IAPMO Z124, complete with [1] undermount bowl. Provide countertops complete with backsplashes of size shown on Drawings. Use undermount hardware according to manufacturer's instructions. Ensure vanity top and backsplash is [ ] color; [single color] [maximum 2, 3 or 4 colors] [non-coved] [coved] as selected by Architect. Ensure bowl[s] is/are [ ] model and [ ] color.
- E. Fabrication:
1. Fabricate components in shop to greatest extent practical to sizes and shapes indicated, in accordance with approved Shop Drawings and solid polymer manufacturer requirements. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints. Provide factory cutouts for plumbing fittings and bath accessories as indicated on Drawings.
  2. Where indicated, thermoform corners and edges or other objects to shapes and sizes indicated on Drawings, prior to seaming and joining. Cut components larger than finished dimensions and sand edges to remove nicks and scratches. Heat entire component uniformly prior to forming.
  3. Ensure no blistering, whitening and cracking of components during forming.
  4. Fabricate backsplashes from solid surfacing material with optional radius cove where counter and backsplashes meet as indicated on Drawings. Backsplashes for most colors may be fabricated by traditional means discussed in K-25294 *Backsplashes*. Colors with metallic/mica particle or veined colors creating directional aesthetics (K-26833 *Directional Aesthetics*) may require the techniques in Technical Bulletin K-28235 *Thermoformed Backsplash*.
  5. Fabricate joints between components using manufacturer's standard joint adhesive. Ensure joints are inconspicuous in appearance and without voids. Attach 50 mm (2") wide reinforcing strip of solid polymer material under each joint. Reinforcing strip of solid polymer material is not required when using DuPont™ Joint Adhesive 2.0.
  6. Provide holes and cutouts for plumbing and bath accessories as indicated on Drawings.
  7. Rout and finish component edges to a smooth, uniform finish. Rout cutouts, then sand edges smooth. Repair or reject defective or inaccurate work.
  8. Finish: Ensure surfaces have uniform finish:
  9. Fabrication Tolerances:
    - a. Variation in Component Size: +/-1/8".
    - b. Location of Openings: +/-1/8" from indicated location.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

A. Verification of Conditions:

1. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.
2. Verify actual site dimensions and location of adjacent materials prior to commencing work.
3. Examine cabinets upon which counter tops are to be installed. Verify cabinets are level to within 1/8" in 10' - 0".
4. Notify Architect in writing of any conditions which would be detrimental to installation.

3.02 INSTALLATION

- A. Install components plumb, level, rigid, scribed to adjacent finishes in accordance with reviewed Shop Drawings and Product installation details.
- B. Fabricate field joints using manufacturer's recommended adhesive, with joints being inconspicuous in finished work. Exposed joints/seams are not permitted. Keep components and hands clean when making joints. Reinforce field joints as specified herein. Cut and finish component edges with clean, sharp returns.
- C. Route radii and contours to template. Anchor securely to base component or other supports. Align adjacent components and form seams to comply with manufacturer's written recommendations using adhesive in color to match work. Carefully dress joints smooth, remove surface scratches and clean entire surface.
- D. Install countertops with no more than 1/8" sag, bow or other variation from a straight line.
- E. Adhere undermount/submount/bevel mount sinks/bowls to countertops using manufacturer's recommended adhesive and mounting hardware.
- F. Adhere topmount sinks/bowls to countertops using manufacturer recommended adhesives and color-coordinated silicone sealant. [Secure seam mount bowls and sinks to counter tops using color matched joint adhesive.]
- G. Seal between wall and components with joint sealant as specified herein and in Section 07 92 00, as applicable.
- H. Provide backsplashes and endsplashes as indicated on Drawings. Adhere to countertops using a standard color-coordinated silicone sealant. Adhere applied sidesplashes to countertops using a standard color-matched silicone sealant. Provide coved backsplashes and sidesplashes at walls and adjacent millwork. Fabricate radius cove at intersection of counters with backsplashes to dimensions shown on reviewed Shop Drawings. Adhere to countertops using manufacturer's standard color-coordinated joint adhesive.
- I. Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Ensure components are clean on date of Substantial Completion of the Work.
- J. Coordinate connections of plumbing fixtures with [Division 22] [Mechanical]. Make plumbing connections to sinks in accordance with [Division 22] [Mechanical].

3.03 REPAIR

- A. Repair minor imperfections and cracked seams and replace areas of severely damaged surfaces in accordance with manufacturer's "Technical Bulletins".

3.04 SITE QUALITY CONTROL

- A. Non-Conforming Work: Replace damaged work which cannot be satisfactorily repaired, restored or cleaned, to satisfaction of Architect at no cost to Owner.

3.05 CLEANING

- A. Remove excess adhesive and sealant from visible surfaces.
- B. Clean surfaces in accordance with manufacturer's "Care and Maintenance Instructions".

3.06 PROTECTION

- A. Provide protective coverings to prevent physical damage or staining following installation for duration of Project.
- B. Protect surfaces from damage until date of Substantial Completion of the Work.

END OF SECTION

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.

### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Sealant for General Exterior Use Where Another Type Is Not Specified, One of the Following:
  - 1. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT.
  - 2. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; and for Use NT.
  - 3. Single-component, nonsag polysulfide sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT.
- C. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and around Plumbing Fixtures:
  - 1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; for Use NT; formulated with fungicide.
- D. Sealant for Interior Use at Perimeters of Door and Window Frames:
  - 1. Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
- E. Acoustical Sealant:
  - 1. Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 that effectively reduces airborne sound transmission as demonstrated by testing according to ASTM E 90.

## 2.2 MISCELLANEOUS MATERIALS

- A. Provide sealant backings of materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.
- D. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Install sealant backings to support sealants during application and to produce cross-sectional shapes and depths of installed sealants that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal perimeters, control joints, openings, and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions. Comply with ASTM C 919.

END OF SECTION 079200

## SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Shop Drawings.

### PART 2 - PRODUCTS

#### 2.1 HOLLOW METAL DOORS AND FRAMES

- A. Fire-Rated Doors and Frames: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Where indicated, provide doors that that have a temperature rise rating of 450 deg F.
- B. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control, based on testing according to UL 1784 and installed in compliance with NFPA 105.
- C. Doors: Complying with SDI A250.8 for level and model and SDI A250.4 for physical-endurance level indicated, 1-3/4 inches thick unless otherwise indicated.
  - 1. Interior Doors: Level 1 and Physical Performance Level C (Standard Duty), Model 1 (Full Flush).
  - 2. Hardware Reinforcement: Fabricate according to SDI A250.6 with reinforcement plates from same material as door face sheets.
- D. Frames: ANSI A250.8; conceal fastenings unless otherwise indicated.
  - 1. Steel Sheet for Interior Frames: 18 gauge minimum thickness.
  - 2. Interior Frame Construction: Knocked down.
  - 3. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates from same material as frames.
  - 4. Frame Anchors: Not less than 0.042 inch thick.
- E. Glazing Stops: Nonremovable stops on outside of exterior doors and on secure side of interior doors; screw-applied, removable, glazing stops on inside, fabricated from same material as door face sheet in which they are installed.
- F. Door Silencers: Three on strike jambs of single-door frames and two on heads of double-door frames.
- G. Grout Guards: Provide where mortar might obstruct hardware operation.

- H. Prepare doors and frames to receive mortised and concealed hardware according to SDI A250.6 and BHMA A156.115.
- I. Reinforce doors and frames to receive surface-applied hardware.
- J. Prime Finish: Manufacturer's standard, factory-applied coat of lead- and chromate-free primer complying with SDI A250.10 acceptance criteria.

## 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, free of scale, pitting, or surface defects.
- C. Frame Anchors: ASTM A 879/A 879M, 4Z (12G) coating designation; mill phosphatized.
  - 1. For anchors built into exterior walls, sheet steel complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- D. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install hollow metal frames to comply with SDI A250.11.
  - 1. Fire-Rated Frames: Install according to NFPA 80.
- B. Install doors to provide clearances between doors and frames as indicated in SDI A250.11.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying rust-inhibitive primer.

END OF SECTION 081113



## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Samples for factory-finished doors.

### PART 2 - PRODUCTS

#### 2.1 FLUSH WOOD DOORS

- A. Masonite Cendura, Mohawk, Marshfield

#### 2.2 DOOR CONSTRUCTION, GENERAL

- A. Quality Standard: WDMA I.S.1-A.
- B. WDMA I.S.1-A Performance Grade:
  - 1. Heavy duty unless otherwise indicated.
- C. Fire-Rated Wood Doors: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing at positive pressure according to NFPA 252 or UL 10C.
  - 1. Where indicated, provide doors that have a temperature rise rating of 450 deg F.
  - 2. Provide core specified or mineral core as needed to provide fire-protection rating indicated.
- D. Particleboard-Core Doors: Provide blocking in particleboard cores or provide structural composite lumber cores instead of particleboard cores for doors with exit devices or protection plates.
- E. Mineral-Core Doors: Provide the following:
  - 1. Composite blocking where required to eliminate through-bolting hardware.
  - 2. Laminated-edge construction.

#### 2.3 FLUSH WOOD DOORS

- 1. Interior Solid-Core Doors: Custom grade, five ply, particleboard cores.
  - a. Faces: Grade A quarter-sliced white oak.
  - b. Veneer Matching: Book and balance match.
  - c. Continuous matching for doors with transoms.

## 2.4 FABRICATION AND FINISHING

- A. Factory-fit doors to suit frame-opening sizes indicated and to comply with clearances specified.
- B. Factory-machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3.
- C. Cut and trim openings to comply with referenced standards.
  - 1. Trim light openings with moldings indicated.
  - 2. Factory-install glazing in doors indicated to be factory finished.
  - 3. Factory-install louvers in prepared openings.
- D. Factory-finish doors indicated for transparent finish with stain and manufacturer's standard finish complying with WDMA TR-4, conversion varnish or WDMA TR-6, catalyzed polyurethane for grade specified for doors.
  - 1. Sheen: Satin.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install doors to comply with manufacturer's written instructions and WDMA I.S.1-A, and as indicated.
  - 1. Install fire-rated doors to comply with NFPA 80.
  - 2. Install smoke- and draft-control doors according to NFPA 105.
- B. Align and fit doors in frames with uniform clearances and bevels. Machine doors for hardware. Seal cut surfaces after fitting and machining.
- C. Clearances: As follows unless otherwise indicated:
  - 1. 1/8 inch at heads, jambs, and between pairs of doors.
  - 2. Comply with NFPA 80 for fire-rated doors.

END OF SECTION 081416

## SECTION 083513 - FOLDING DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and material Samples.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Flame-spread and smoke-developed indexes of not more than 25 and 450, respectively, per ASTM E 84.

#### 2.2 FOLDING DOORS

- A. Panel-Folding Doors: Top-supported panels, continuous hinges on alternate sides of panels, and manufacturer's standard track and hardware.
  - 1. Acousti-Seal Legacy
  - 2. Facing: Vinyl with woven backing
  - 3. Panel Nominal Thickness: 3", STC Rating 28.
  - 4. Track: Exposed mounted.
  - 5. Carriers: Four-wheel carriers at lead post and two-wheel intermediate carriers.
  - 6. Lock: Manufacturer's standard cylinder lock, key-operated one side, privacy lock other side.
  - 7. Hardware Finish: Clear-anodized aluminum.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install track in one piece.
- B. Install folding doors with floor clearances of 1/4 to 3/4 inch.
- C. Adjust units as necessary to ensure smooth, quiet operation without warping or binding. Adjust operating hardware so latches engage accurately and securely without forcing or binding.

END OF SECTION 083513

## SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and color Samples.
  - 1. For entrance doors, include hardware schedule.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Design, engineer, fabricate, and install aluminum-framed storefronts to withstand structural loads indicated.
  - 1. Limit deflection of framing members normal to wall plane to 1/175 of clear span or an amount that restricts edge deflection of individual glazing lites to 3/4 inch whichever is less.
- B. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.
- C. Windborne-Debris Resistance: Framing system and doors pass **basic** protection testing requirements in ASTM E 1996 for Wind Zone 1 when tested according to ASTM E 1886.
- D. Air Infiltration: Limited to 0.06 cfm/sq. ft. of fixed framing and glass area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft. .
- E. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure but not less than 10 lbf/sq. ft.
- F. Thermal Transmittance (U-factor): Fixed glazing and framing areas shall have U-factor of not more than 0.52 Btu/sq. ft. x h x deg F as determined according to NFRC 100.

#### 2.2 ALUMINUM-FRAMED STOREFRONTS

- A. Basis of Design: Kawneer 250T
- B. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

- C. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Construction: Thermally broken.
- D. Doors: 1-3/4-inch thick glazed doors with minimum 0.125-inch thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods. Provide snap-on, extruded-aluminum glazing stops and preformed gaskets.
  - 1. Door Design: Narrow stile; 2-1/4-inch nominal width.
  - 2. Accessible Doors: Smooth surfaced for width of door in area within 10 inches above floor or ground plane.
  - 3. Interior Doors: Provide BHMA A156.16 silencers, three on strike jamb of single-door frames and two on head of double-door frames.
  - 4. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
  - 5. Hardware: As specified in Door Hardware Schedule on the Drawings.
- E. Glazing: Comply with Section 088000 "Glazing."
- F. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- G. Fasteners and Accessories: Compatible with adjacent materials, corrosion resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.
- H. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory-assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
  - 1. Door Framing: Reinforce to support imposed loads. Factory-assemble door and frame units and factory-install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.
- I. Aluminum Finish: Class I, clear anodic finish; complying with AAMA 611.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Isolate metal surfaces in contact with incompatible materials, including wood, by painting contact surfaces with bituminous coating or primer or by applying sealant or tape recommended by manufacturer.
- B. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

- C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.
- D. Install framing components true in alignment with established lines and grades to the following tolerances:
  - 1. Variation from Plane: Limit to 1/8 inch in 12 feet over total length.
  - 2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch. For surfaces meeting at corners, limit offset to 1/32 inch.
  - 3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch.
- E. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

#### 2.2 METAL FRAMING AND SUPPORTS

- A. Steel Framing Members, General: ASTM C 754.
  - 1. Steel Sheet Components: ASTM C 645. Thickness specified is minimum uncoated base-metal thickness.
- B. Framing Systems:
  - 1. Studs and Runners: Depth 1 ¼" and 20 guage thick unless otherwise indicated.
  - 2. Flat Strap and Backing: minimum 20 guage thick.
  - 3. Hat-Shaped, Rigid Furring Channels: In depth indicated and 25 guage thick.

#### 2.3 ACCESSORIES

- A. General: Comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Asphalt felt or foam gasket.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754."
  - 1. Gypsum Board Assemblies: Also comply with ASTM C 840.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

- C. Isolate steel framing from building structure, except at floor, to prevent transfer of loading imposed by structural movement.
  - 1. Where studs are installed directly against exterior walls, install isolation strip between studs and wall.
- D. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.

END OF SECTION 092216



## SECTION 092900 - GYPSUM BOARD

### PART 1 - GENERAL (Not Used)

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

#### 2.2 PANEL PRODUCTS

- A. Provide in maximum lengths available to minimize end-to-end butt joints.
- B. Interior Gypsum Board: ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges. Type X where indicated Type as required for specific fire-resistance-rated assemblies.
- C. Water-Resistant Gypsum Backing Board: ASTM C 1396/C 1396M, in thickness indicated. Regular type unless otherwise indicated.

#### 2.3 ACCESSORIES

- A. Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet. For exterior trim, use accessories formed from hot-dip galvanized-steel sheet, plastic, or rolled zinc.
  - 1. Provide cornerbead at outside corners unless otherwise indicated.
  - 2. Provide LC-bead (J-bead) at exposed panel edges.
  - 3. Provide control joints where indicated.
- B. Aluminum Accessories: Extruded-aluminum accessories indicated with manufacturer's standard corrosion-resistant primer.
- C. Joint-Treatment Materials: ASTM C 475/C 475M.
  - 1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
  - 2. Joint Compounds: Setting-type taping compound and drying-type, ready-mixed, compounds for topping.
- D. Sound-Attenuation Blankets: ASTM C 665, Type I (unfaced).

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install gypsum board to comply with ASTM C 840.
  - 1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
  - 2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
- B. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
- C. Finishing Gypsum Board: ASTM C 840.
  - 1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
  - 2. At substrates for tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.
  - 3. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.

END OF SECTION 092900

## SECTION 093013 - CERAMIC TILING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product data and Samples.
- B. Obtain tile of each type and color or finish from same production run for each contiguous area.
- C. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.

### PART 2 - PRODUCTS

#### 2.1 CERAMIC TILE

- A. Ceramic Tile Type: Unglazed porcelain tile.
  - 1. Daltile Advantage Collection
  - 2. Face Size: As indicated on drawings.
  - 3. Face: Plain with square edges.
  - 4. Tile Color, Glaze, and Pattern: Trumpet Grey
  - 5. Grout Color: As selected by Architect from manufacturer's full range.

#### 2.2 INSTALLATION MATERIALS

- A. Primer: TEC Multipurpose Primer (560).
- B. Setting and Grouting Materials: Comply with material standards in ANSI's "Specifications for the Installation of Ceramic Tile" that apply to materials and methods indicated.
  - 1. Thinset Mortar Type: Modified dry-set, ANSI A118.4 mortar; white, unless otherwise indicated.
    - a. TEC Ultimate 6 Plus Mortar (487).
  - 2. Grout Type: High-performance tile grout, ANSI A118.7.
    - a. TEC Power Grout (550)

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, are specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight, aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- C. Lay tile in grid pattern unless otherwise indicated. Align joints where adjoining tiles on floor, base, walls, and trim are the same size.
- D. Interior Wall Tile Installation Method(s):
  - 1. Over Concrete and Masonry: Clean and prime existing surface; TCNA W202; thinset mortar.

END OF SECTION 093013

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL PANELS

- A. Classification: As follows, per ASTM E 1264:
  - 1. Type and Form: Type III, Form 2.
  - 2. Pattern: CD (perforated, small holes and fissured).
  - 3. LRC: Not less than 0.80.
  - 4. NRC: Not less than 0.55.
  - 5. CAC: Not less than 40.
  - 6. Surface-Burning Characteristics: Class A.
- B. Color: White.
- C. Edge Detail: Square and Reveal sized-to-fit exposed flange of suspension system.
- D. Thickness: 5/8 inch.
- E. Modular Size: 24 by 24 inches.
- F. Basis of Design: Armstrong Cortega

#### 2.2 CEILING SUSPENSION SYSTEM

- A. Ceiling Suspension System: Wide-face, direct-hung system; ASTM C 635, intermediate-duty structural classification.
  - 1. Face Design: Flat, flush.
  - 2. Face Finish: Painted white.
- B. Attachment Devices: Sized for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated.
- C. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.

1. Size: Provide yield strength at least 3 times the hanger design load (ASTM C 635, Table 1, Direct Hung).

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install acoustical ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Install acoustical panels with undamaged edges and fit accurately into suspension system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.

END OF SECTION 095113

## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product data and Samples.
- B. Extra Materials: Deliver to Owner at least 10 linear feet of each type and color of resilient wall base installed.

### PART 2 - PRODUCTS

#### 2.1 RESILIENT BASE

- A. Vinyl Base: ASTM F 1861, Type TV (vinyl, thermoplastic), Group I (solid, homogeneous).
  - 1. Basis of Design: Mohawk, Elemental Edges
- B. Style: Cove (base with toe).
- C. Minimum Thickness: 0.080 inch.
- D. Height: 4 inches.
- E. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard lengths.
- F. Outside Corners: preformed.
- G. Inside Corners: preformed.

#### 2.2 RESILIENT MOLDING ACCESSORY

- A. Description: Carpet edge for glue-down applications, Nosing for carpet, Nosing for resilient flooring, Reducer strip for resilient flooring, Joiner for tile and carpet, Transition strips.

#### 2.3 INSTALLATION ACCESSORIES

- A. Adhesives: Water-resistant type recommended by manufacturer to suit floor covering and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Prepare horizontal surfaces according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Adhesively install resilient wall base and accessories.
- C. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
- D. Install reducer strips at edges of floor coverings that would otherwise be exposed.

END OF SECTION 096513



## SECTION 096516 - RUBBER SHEET FLOORING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product data and Samples.
- B. Extra Materials: Deliver to Owner at least 10 linear feet , in roll form and in full roll width, for each type and color of resilient sheet flooring installed.

### PART 2 - PRODUCTS

#### 2.1 UNBACKED RUBBER SHEET FLOORING

- A. Basis of Design: Rubber Flooring, Inc., 8mm Strong Rubber Rolls, Grey 10%

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Prepare concrete substrates according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Unroll sheet floor coverings and allow them to stabilize before cutting and fitting.
- C. Maintain uniformity of resilient sheet flooring direction, and match edges for color shading at seams.
- D. Minimize number of seams; place seams in inconspicuous and low-traffic areas.
- E. Apply double-sided tape to the subfloor along the perimeter of each roll.

END OF SECTION 096516

## SECTION 096519 - RESILIENT TILE FLOORING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product data and Samples.
- B. Extra Materials: Deliver to Owner one box of each type and color of resilient floor tile installed.

### PART 2 - PRODUCTS

#### 2.1 LUXURY VINYL TILE

- A. Basis of Design: Mohawk Group, Second Home.
- B. Tile Standard: ASTM F 1700; Class III, printed film vinyl tile, Type B, embossed surface.
- C. Thickness: 6mm.
- D. Size: 7.5" X 48"

#### 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement- or blended-hydraulic-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit floor covering and substrate conditions indicated.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Prepare concrete substrates according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Lay out tiles so tile widths at opposite edges of room are equal and are at least one-half of a tile.
- C. Match tiles for color and pattern by selecting tiles from cartons in same sequence as manufactured and packaged. Lay tiles in a brick Ashlar pattern.
  - 1. Glue tiles in place.

D. Sweep and damp mop floor after installation.

END OF SECTION 096519

## SECTION 096813 - TILE CARPETING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product data and Samples.
- B. Extra Materials: Deliver to Owner carpet tiles equal to 5 percent of each type and color installed, packaged with protective covering for storage.

### PART 2 - PRODUCTS

#### 2.1 CARPET TILE :

- A. Basis of Design: Mohawk Group, Art Exposure, Academic View
- B. Face Construction: Multicolored patterned texture loop.
- C. Pile Thickness: 0.91”
- D. Surface Pile Weight: 17.00 oz/sy.
- E. Primary Backing: Manufacturer's standard material.
- F. Size: 24 by 24 inches.
- G. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm per ASTM E 648.

#### 2.2 INSTALLATION ACCESSORIES

- A. Carpet Tile Adhesives: Pressure-sensitive type that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for conditions indicated for releasable installation.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with CRI 104.
- B. Carpet Tile Installation Method: As recommended by manufacturer.
  - 1. Install borders parallel to walls.

END OF SECTION 096813

## SECTION 097720 – DECORATIVE FIBERGLASS REINFORCED WALL PANELS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Prefinished polyester glass reinforced plastic sheets and adhered to unfinished wallboard.
- B. Product Data: Submit manufacturer's data to indicate compliance with these specifications, including:
- C. Samples for Verification: Submit appropriate section of panel for each finish selected indicating the color, texture, and pattern required.

#### 1.2 QUALITY ASSURANCE

- A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:  
ASTM E 84 (Method of test for surface burning characteristics of building Materials)  
Wall Required Rating – Class [C].
- B. Sanitary Standards: System components and finishes to comply with:  
United States Department of Agriculture (USDA) / Food Safety & Inspection Services (FSIS)  
requirements for food preparation facilities, incidental contact.

#### 1.3 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials factory packaged on strong pallets.
- B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels and adhesive to acclimate to room temperature (range of 60 to 75°F) for 48 hours prior to installation.

#### 1.4 PROJECT CONDITIONS

- A. Environmental Limitations: Building are to be fully enclosed prior to installation with heat (70° or similar room temperature) and ventilation consistent with good working conditions for finish work.
- B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.  
Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

## 1.5 WARRANTY

- A. Furnish one-year guarantee against defects in material.

## PART 2 - PRODUCTS

### 2.1 ACCEPTABLE MANUFACTURER

- A. Marlite; 1 Marlite Drive, Dover, OH 44622. 800-377-1221 FAX (330) 343-4668 Email: info@marlite.com [www.marlite.com](http://www.marlite.com).
- B. Product:  
Symmetrix™ SmartSeam FRP Panels with Sani-coat Sealer

### 2.2 PANELS

- A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319. Finishing: BlueSky™ Advanced Finishing System: Spray-applied Sani-coat Sealer covers entire panel including grooves and features water-based coatings and controlled, low-temperature inline curing.

#### Dimensions:

Thickness – 0.090” (2.29mm) nominal  
Width – [4'-0” (1.22m)] nominal  
Length – [4'-0” (1.22m)] [8'0” (2.44m)] [As indicated on the drawings] nominal

#### Tolerance:

Length and Width: +/-1/8” (3.175mm)  
Square - Not to exceed 1/8” for 4' (1.2m) panels, 8' (2.4m) panels or 5/32” (3.96mm) for 10' (3.0m) panels

- B. Back Surface: Smooth. Imperfections which do not affect functional properties are not cause for rejection.
- C. Front Surface: Smooth
- D. Panel Color and Groove Color: [Specifier to choose.]
  - 1. White Panel and Grey Grooves
- E. Finish Gloss Level: Satin
- F. Tile Pattern, Groove Direction, Tile Size & Panel Size: [Specifier to choose.]
  - 1. Square
    - a) 4” x 4” tiles, panel size 4' x 8' nominal
    - b) 8” x 8” tiles, panel size 4' x 8' nominal

Fire Rating: Class C (III) Fire Rating.

## 2.3 TRIM MOLDING

- A. PVC Trim: Thin-wall semi-rigid extruded PVC. Use only as needed.

## 2.4 ACCESSORIES

- A. Adhesive: Manufacturer's recommended construction adhesives complying with ASTM C 557.

# PART 3 - EXECUTION

## 3.1 PREPARATION

- A. Examine sub wall to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.  
Verify that stud spacing does not exceed 24" on-center.
- B. Repair defects prior to installation.  
Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

## 3.2 INSTALLATION

- A. Comply with manufacturer's recommended procedures and installation sequence.
- B. Cut panels to meet supports allowing 1/8" (3 mm) clearance for every 8 feet (2.4m) of panel. Cut and drill with carbide tipped saw blades or drill bits or cut with shears.
- C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.  
Install panels with manufacturer's recommended gap for panel field and corner joints.  
Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.
- D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.  
All moldings must provide for a minimum 1/8" (3mm) of panel expansion at joints and edges, to insure proper installation.  
Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

## 3.3 CLEANING

- A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.
- B. Refer to manufacturer's specific cleaning recommendations Do not use abrasive cleaners.



END OF SECTION 09 7720

## SECTION 099113 - EXTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals:
  - 1. Samples.
- B. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish-coat paint used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 PAINT

- A. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."
  - 1. Block Filler, Latex: MPI #4.
  - 2. Primer, Alkali Resistant, Water Based: MPI #3.
  - 3. Primer, Bonding, Water Based: MPI #17.
  - 4. Primer, Bonding, Solvent Based: MPI #69.
  - 5. Primer, Alkyd, Anticorrosive: MPI #79.
  - 6. Primer, Galvanized, Water Based: MPI #134.
  - 7. Primer, Quick Dry, for Aluminum: MPI #95.
  - 8. Primer, Latex: MPI #6.
  - 9. Primer, Alkyd: MPI #5.
  - 10. Latex, Exterior Flat (Gloss Level 1): MPI #10.
  - 11. Latex, Exterior Low Sheen (Gloss Level 3-4): MPI #15.
  - 12. Latex, Exterior Semigloss (Gloss Level 5): MPI #11.
  - 13. Latex, Exterior, Gloss (Gloss Level 6): MPI #119.
  - 14. Light Industrial Coating, Exterior, Water Based (Gloss Level 3): MPI #161.
  - 15. Light Industrial Coating, Exterior, Water Based, Semigloss (Gloss Level 5): MPI #163.
  - 16. Light Industrial Coating, Exterior, Water Based, Gloss (Gloss Level 6): MPI #164.
  - 17. Alkyd, Exterior Flat (Gloss Level 1): MPI #8.
  - 18. Alkyd, Exterior, Semigloss (Gloss Level 5): MPI #94.
  - 19. Alkyd, Exterior Gloss (Gloss Level 6): MPI #9.
  - 20. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
  - 21. Alkyd, Quick Dry, Gloss (Gloss Level 7): MPI #96.
- B. Material Compatibility: Provide materials that are compatible with one another and with substrates.

1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Colors: As scheduled.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

### 3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Paint exposed surfaces, new and existing, unless otherwise indicated.
  1. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
  1. Use brushes only where the use of other applicators is not practical.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
  1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

### 3.3 EXTERIOR PAINT APPLICATION SCHEDULE

- A. Steel:
  1. Semigloss Water-Based, Light-Industrial Coating: Two coats over alkyd anticorrosive primer.
  2. Semigloss Alkyd Quick-Dry: Two coats over alkyd anticorrosive primer: MPI EXT 5.1A.
  - 3.

B. Galvanized Metal:

1. Semigloss Latex: Two coats over waterborne galvanized-metal primer: MPI EXT 5.3H.
2. Semigloss, Alkyd: Two coats over primer recommended by topcoat manufacturer for exterior use on galvanized-metal.

C. Aluminum:

1. Semigloss Latex: Two coats over quick-drying primer for aluminum: MPI EXT 5.4H.
2. Semigloss, Alkyd: Two coats over quick-drying primer for aluminum: MPI EXT 5.4F.

D. Cementitious Siding:

1. Low-Sheen Latex: Two coats over latex primer: MPI EXT 6.3L.

END OF SECTION 099113

## SECTION 099123 - INTERIOR PAINTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals:
  - 1. Samples.
- B. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.
- C. Extra Materials: Deliver to Owner 1 gal. of each color and type of finish-coat paint used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 PAINT

- A. Sherwin Williams, PPG, Coronado, Pratt & Lambert, Glidden
- B. MPI Standards: Provide materials that comply with MPI standards indicated and listed in its "MPI Approved Products List."
  - 1. Block Filler, Latex: MPI #4.
  - 2. Primer Sealer, Latex: MPI #50.
  - 3. Primer, Alkali Resistant, Water Based: MPI #3.
  - 4. Primer Sealer, Institutional Low Odor/VOC: MPI #149.
  - 5. Primer, Latex, for Interior Wood: MPI #39.
  - 6. Primer Sealer, Alkyd, Interior: MPI #45.
  - 7. Primer, Bonding, Water Based: MPI #17.
  - 8. Primer, Bonding, Solvent Based: MPI #69.
  - 9. Primer, Alkyd, Anticorrosive: MPI #79.
  - 10. Primer, Galvanized, Water Based: MPI #134.
  - 11. Primer, Quick Dry, for Aluminum: MPI #95.
  - 12. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
  - 13. Latex, Interior, (Gloss Level 2): MPI #44.
  - 14. Latex, Interior, (Gloss Level 4): MPI #43.
  - 15. Latex, Interior, Semigloss, (Gloss Level 5): MPI #54.
  - 16. Latex, Interior, Gloss, (Gloss Level 6, except Minimum Gloss of 65 Units at 60 Degrees): MPI #114.
  - 17. Latex, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
  - 18. Latex, Institutional Low Odor/VOC, (Gloss Level 2): MPI #144.
  - 19. Latex, Institutional Low Odor/VOC, Semigloss (Gloss Level 5): MPI #147.
  - 20. Latex, High-Performance Architectural, (Gloss Level 2): MPI #138.
  - 21. Latex, High-Performance Architectural, Semigloss (Gloss Level 5): MPI #141.

22. Alkyd, Interior, Flat (Gloss Level 1): MPI #49.
23. Alkyd, Interior, Semigloss (Gloss Level 5): MPI #47.
24. Alkyd, Interior, Gloss (Gloss Level 6): MPI #48.
25. Alkyd, Quick Dry, Semigloss (Gloss Level 5): MPI #81.
26. Alkyd, Quick Dry, Gloss (Gloss Level 7): MPI #96.
27. Floor Paint, Latex, Low Gloss (Maximum Gloss Level 3): MPI #60.
28. Floor Enamel, Alkyd, Gloss (Gloss Level 6): MPI #27.

- C. Material Compatibility: Provide materials that are compatible with one another and with substrates.
  1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- D. Colors: As scheduled.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- C. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

#### 3.2 APPLICATION

- A. Comply with recommendations in MPI's "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Paint exposed surfaces, new and existing, unless otherwise indicated.
  1. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
  2. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint the back side of access panels.
  4. Color-code mechanical piping in accessible ceiling spaces.
  5. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- C. Apply paints according to manufacturer's written instructions.
  1. Use brushes only where the use of other applicators is not practical.
  2. Use rollers for finish coat on interior walls and ceilings.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
  - 1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

### 3.3 INTERIOR PAINT APPLICATION SCHEDULE

- A. Concrete, Nontraffic Surfaces:
  - 1. Flat Latex: Two coats: MPI INT 3.1E.
- B. Concrete Masonry Units:
  - 1. Semigloss Latex: Two coats over latex block filler: MPI INT 4.2A.
  - 2. Semigloss Institutional Low-Odor/VOC Latex: Two coats over latex block filler: MPI INT 4.2E.
- C. Steel:
  - 1. Semigloss Latex: Two coats over quick-drying alkyd] primer: MPI INT 5.1Q.
- D. Wood: Including wood trim.
  - 1. Semigloss Institutional Low-Odor/VOC Latex: Two coats over latex primer for wood: MPI INT 6.3V.
- E. Gypsum Board Plaster:
  - 1. Eggshell Institutional Low-Odor/VOC Latex: Two coats over low-odor/VOC primer/sealer: MPI INT 9.2M.
- F. Dry-Fall Ceilings:
  - 1. Satin Latex: One coat over alkyd primer/sealer: MPI INT 9.1B.

END OF SECTION 099123

## SECTION 102113.17 - PHENOLIC-CORE TOILET COMPARTMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and Samples.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Flame-Spread Index: Class B or less.
- B. Smoke-Developed Index: 450 or less.
- C. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for toilet compartments designated as accessible.

#### 2.2 PHENOLIC-CORE TOILET COMPARTMENTS

- A. Basis of Design: Scranton Products, Hiney Hiders.
- B. Toilet-Enclosure Style: Overhead braced and Floor anchored.
- C. Urinal-Screen Style: As indicated on drawings.
- D. Door, Panel and Pilaster Construction: Solid phenolic-core panel material with melamine facing on both sides fused to substrate during panel manufacture (not separately laminated), and with eased and polished edges. Provide minimum 3/4-inch- thick doors and pilasters and minimum 1/2-inch thick panels.
- E. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; stainless steel.
- F. Brackets:
  - 1. Stirrup Type: Clear-anodized aluminum.
- G. Doors: Unless otherwise indicated, 24-inch wide in-swinging doors for standard toilet compartments and 36-inch wide out-swinging doors with a minimum 32-inch wide clear opening for compartments indicated to be accessible to people with disabilities.
- H. Door Hardware: Clear-anodized aluminum.
  - 1. Hinges: Self-closing type.



2. Latches and Keepers: Surface-mounted unit designed for emergency access and with combination rubber-faced door strike and keeper.
  3. Coat Hook: Combination hook and rubber-tipped bumper, sized to prevent door from hitting compartment-mounted accessories.
  4. Door Bumper: Rubber-tipped bumpers at out-swinging doors or entrance screen doors.
  5. Door Pull: Provide at out-swinging doors. Provide units on both sides of doors at compartments indicated to be accessible to people with disabilities.
- I. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, finished to match the items they are securing, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use rust-resistant materials compatible with related materials.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install units rigid, straight, level, and plumb, with not more than 1/2 inch between pilasters and panels and not more than 1 inch between panels and walls.
1. Stirrup Brackets: Align brackets at pilasters with brackets at walls. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
  2. Set hinges on in-swinging doors to hold open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors and swing doors in entrance screens to return to fully closed position.

END OF SECTION 102113.17

## SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL (Not Used)

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.031-inch minimum nominal thickness unless otherwise indicated.
- B. Sheet Steel: ASTM A 1008/A 1008M, 0.036-inch minimum nominal thickness.
- C. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).
- D. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- E. Mirrors: ASTM C 1503, mirror glazing quality, clear-glass mirrors, nominal ¼ inch thick.
- F. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- G. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- H. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of two (2) keys to Owner's representative.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  - 1. Install grab bars to withstand a downward load of at least 250 lbf, when tested according to method in ASTM F 446.
- B. Adjust accessories for unencumbered, smooth operation, and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 102800