ARTICLE 1 - GENERAL PROVISIONS

1.1 APPLICATION AND GOVERNING LAW

1.1.1 The Contractor, the Associate, and the University representatives shall become familiar with all provisions of the Contract Documents.

1.1.2 There shall be no change in the Standard Conditions unless so provided in the Special Conditions prepared by the Associate and specifically approved in writing by the University.

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 State 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 University are set forth throughout the Contract Documents and are included under different titles, articles and paragraphs for convenience.

1.1.6 The University may maintain an action in the name of the State 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 University’s duties.

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, disability, 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 it will fully cooperate with the University 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 not responsible for further University Contracts or such other sanctions as provided by law.
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 thirty (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, or otherwise has available for job referral without discrimination, qualified employees.

1.2.3 Affirmative Action

1.2.3.1 Each Contractor shall comply with the Equal Employment Opportunity requirements set forth in Sections 123:2-3 through 123:2-9, OAC.

1.2.3.2 Each Contractor shall demonstrate its good faith efforts to comply with the utilization goals currently established for minority and women employees and shall submit certain documentation to the Ohio Department of Administrative Services, Equal Opportunity Division (EOD) as required by Section 123:2, OAC.

1.2.3.3 The Contractor shall provide monthly reporting of its workforce by the tenth (10) day of each month for the preceding month to the EOD. The Contractor shall submit the Ohio Construction Contract Information Report Input Form 29 (I-29) via the internet. The form and instructions for completing the form are available at the EOD website: www.state.oh.us/das/eod/ccsubmitreportswitchboard.htm.

1.2.4 Wages and Hours

1.2.4.1 The Contractor shall pay the prevailing wage rates in the Cincinnati area, as determined by the Ohio Department of Commerce, Wage and Hour Bureau, to laborers and mechanics performing Work on the Project.

1.2.4.2 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.” In compliance with that requirement, the Contractor shall post in a prominent place readily accessible by all workers on the project site, a legible listing of the
current classification of laborers, workers, and mechanics employed under this contract. The Contractor shall ensure that the rates posted are current and remain posted in legible condition during the period of each contract.

1.2.4.3 The University shall, within seven (7) business days after receipt of a notice of a change in 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 Department of Commerce, Wage & Hour Bureau at its website, http://www.com.state.oh.us, and use “quick links” to prevailing wage 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.

1.2.5 Notice of Commencement

1.2.5.1 The University shall prepare a Notice of Commencement in affidavit form identifying the University as the owner and the public authority constructing the project, its address, 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 University’s representative upon whom a Claim Affidavit may be served. The University shall furnish the Notice of Commencement to the Lead Contractor who will post it at the jobsite.

1.2.5.2 The University, the Lead Contractor or the Contractor shall furnish the Notice of Commencement upon request to Subcontractors and Material Suppliers.

1.3 GIVING NOTICE

1.3.1 Whenever any provision of the Contract Documents requires the giving of any notice following the Contract award, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity 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 entity known to the giver of the notice.

1.3.1.1 All notices provided to the Contractor by the Associate shall be copied to the University.

1.3.1.2 All notices provided to the Contractor by the University shall be copied to the Associate.

1.3.1.3 All notices provided to the Associate by the Contractor shall be copied to the University.
1.3.1.4 All notices provided to the University by 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 by the Contract Documents may be given by facsimile transmission, provided the original signed document is delivered within three (3) business days after the date of the facsimile transmission.

1.4.2 Facsimile transmittals in excess of twenty (20) 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 University.

1.5.1.2.1 The Associate shall incorporate all Addenda into the Contract Documents after the bids are opened and prior to the effective date of the Notice to Proceed for distribution and use in the performance of the Work.

1.5.1.2.2 The Contractor shall provide all labor and materials necessary to complete the Work described in the Contract Documents, including all Addenda issued in bidding.
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 ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents including without limitation the Drawings and Specifications or between any of the Contract Documents and any applicable provisions of law, including without limitation the Ohio Building Code, the Contractor, before proceeding with the Work, shall submit a Request for Information to the Associate for an interpretation or clarification. The Contractor shall be responsible for the prompt delivery of such Request for Information.

1.5.2.2 The Associate shall respond in writing, to any and all Requests for Information within three (3) business days of receipt.

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 University.
1.6 DRAWINGS AND SPECIFICATIONS

1.6.1 Ownership

1.6.1.1 All Drawings and Specifications are the property of the University.

1.6.1.2 In making copies of the Drawings and Specifications available, the University 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 Ohio Department of Commerce, Division of Industrial Compliance, and the records required by Subparagraph GC 4.2.8 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 documents described in Subparagraphs GC 1.6.2.1 or GC 1.6.2.2 and any other Contract Documents to authorized representatives of the University 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 submission of each Contractor Payment Request, any approved changes on the Drawings, neatly in a contrasting color, noting new information not shown on the original Contract Documents. Failure to so record such changes may cause payment to be withheld or delayed.

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, manners, 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, and 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 Defective 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 structure 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 The Contractor shall comply with the University’s written procedures for underground and concealed utility identification which shall be obtained through the Project Administrator.

2.1.4.2 In making any excavation, the Contractor shall exercise caution and implement appropriate safety precautions to avoid property damage or personal injury.
2.1.4.3 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 temperature and humidity limits 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 University.

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 University reserves the right to reject the Contractor's proposed superintendent. Failure of the Associate to notify the Contractor of such rejection within thirty (30) days of receipt of the required information shall constitute notice that the University has no objection.

2.2.3.2 If the University 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 University.

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 GC 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 the Contractor's Work from weather, and shall maintain the Work and all materials, apparatus, and fixtures free from injury or damage until Final Acceptance.

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.

2.3.1.4 From the date of Partial Occupancy the University is responsible for protecting and maintaining all materials, apparatus, and fixtures for the occupied portion of the Project free from injury or damage.

2.3.2 Unless otherwise specified in the Contract Documents, 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 precautions to prevent injury or damage to individuals 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 Project or 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 shall provide only new material and equipment 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 that it provides 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 individual at, or in the vicinity of, the Project.

2.4.4 Any injury to any individual 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 its employees and the employees of the Contractor's Subcontractors and Material Suppliers. The Contractor shall not permit employment of individuals not skilled in tasks assigned to them.

2.5.2 The Contractor shall dismiss from the Project any individual employed by the Contractor or the Contractor's Subcontractors and Material Suppliers who is found by the University, to be incompetent, guilty of misconduct, or detrimental to the Project.

2.5.3 The Contractor shall provide 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.

2.5.4 The Contractor shall provide certified payroll reports as part of its Contractor Payment Request per Subparagraph GC 9.2.1.2, to the University Office of Contract Compliance, and shall also report its workforce by the tenth (10) day of each month for the preceding month to the Ohio Department of Administrative Services, Equal Opportunity Division per Subparagraph GC 1.2.3.3.
2.6 SAFETY PRECAUTIONS

2.6.1 The Contractor shall take all necessary precautions to ensure worker safety, shall be responsible for the safety of individuals on the Project and shall comply with all applicable provisions of federal, State and local safety laws and building codes to prevent injury to individuals 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 the start of any Work, the Lead Contractor shall provide and inform all Contractors of the methods and equipment for protecting the Project, other property and individuals from fire damage, in accordance with applicable fire regulations.

2.6.4 Methods and equipment for protecting the Project, other property and individuals 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, other than a licensed abatement 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 verbally report the condition to the Associate and within one (1) business day issue notice of the condition in writing via facsimile to the Associate. A licensed abatement Contractor that encounters unexpected hazardous waste or materials shall report the condition to the University and the Associate in writing and shall remove the material or render it harmless as directed.

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.

2.6.6 Materials to be used at the Project Site shall be identified by a Material Safety Data Sheet (MSDS). The Contractor shall assemble all of its applicable MSDS in a notebook and submit it to the Lead Contractor prior to a material being brought to the Project site. The Lead Contractor shall maintain all MSDS notebooks at the Project site for the duration of the Project.
2.7  TEMPORARY FACILITIES AND UTILITIES

2.7.1 Unless otherwise specified in the Contract Documents, or in the Special Conditions, the Lead Contractor shall provide and maintain in a clean condition the following temporary facilities, equipment and services for use by the Associate and the University:

2.7.1.1 On renovation Projects, if space is available near the Project, two (2) separate office spaces, both of which shall be adequately heated, lighted, air conditioned, and with doors which lock, the keys to which shall be provided to the Associate and the University;

2.7.1.2 If space is not available near the Project, a standard width job trailer shall be provided, which shall be adequately heated, lighted, air conditioned, and with doors which lock, the keys to which shall be provided to the Associate and the University;

2.7.1.3 Each office space shall be equipped with at least one (1) desk, one (1) desk chair and two (2) side chairs and reasonable circulation space;

2.7.1.4 Each office space shall have one (1) four-drawer filing cabinet or equivalent;

2.7.1.5 A plan rack and 4 by 8 foot plan table shall be provided in one (1) office space;

2.7.1.6 Each office space shall have at least one (1) telephone in service (telephone line installation to be contracted with the University’s UCit Department);

2.7.1.7 Use of a facsimile and copy machine shall be provided for use either in one of the office spaces or in an adjacent office space.

2.7.2 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide adequate space, equipment and furnishings to conduct progress meetings for the Project. The meeting area shall measure approximately 200 square feet and shall be furnished with a 30 by 120 inch table and an appropriate number of folding or stacking chairs to adequately seat all participants at the meeting. The meeting area shall be as further described in Special Conditions.

2.7.3 Unless otherwise specified in the Contract Documents, the Contractor shall provide temporary heat necessary so that the Work shall proceed expeditiously during inclement weather, and to protect the Contractor's Work and materials from damage, until the Project is enclosed.
2.7.3.1 The term "enclosed" shall mean when all permanent exterior walls and roofs are in place, insulated and weather tight, windows are in place or provided with suitable temporary enclosure, and all entrances are permanently in place or are provided with suitable temporary enclosure.

2.7.3.2 At the time the Project is enclosed, the Lead Contractor shall assume responsibility for and pay all costs for temporary heat.

2.7.3.3 From the date of Partial Occupancy, the University is responsible for the cost of providing heat for the occupied portion of the Project.

2.7.4 Unless otherwise specified in the Contract Documents, the Contractor shall provide all water necessary for the Contractor's Work.

2.7.4.1 From the date of Partial Occupancy, the University is responsible for the cost of water consumed for the occupied portion of the Project.

2.7.5 The Contractor shall erect and maintain construction hoisting equipment as required for the Contractor's Work in coordination with the Lead Contractor. Project specific construction hoisting equipment or construction elevator requirements, if applicable, will be listed in the Special Conditions.

2.7.5.1 If electric service requirements of hoisting facilities differ from that available at the Project site, the Contractor requiring use of such hoisting facilities shall make and pay for all necessary connections.

2.7.5.2 Unless otherwise specified in the Contract Documents, the Contractor requiring use of hoisting facilities, after the Project is enclosed, shall be responsible for transporting persons and materials as required for the Contractor's Work.

2.7.6 Unless otherwise specified in the Contract Documents, the electrical Contractor shall make all arrangements for temporary light and power services and shall pay all charges, both for service installation and removal, if required, and for energy consumed until Final Acceptance of the Project.

2.7.6.1 Unless otherwise specified in the Contract Documents, the electrical Contractor shall not be responsible for any electrical service requirements of any other Contractor relating to temporary hoists, cranes, welding equipment or elevators.

2.7.6.2 The Contractor requiring such services shall subcontract with a licensed contractor for such service requirements and shall be responsible for all costs of such services.

2.7.6.3 From the date of Partial Occupancy, the University is responsible for the cost of energy consumed for the occupied portion of the Project.
2.7.7 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide, and maintain in a clean condition, adequate and approved sanitary facilities for use by all Persons at the Project.

2.7.8 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 shall secure the required Ohio Department of Commerce, Division of Industrial Compliance building permit for structural, plumbing and electrical.

2.8.1.2 The Contractor shall schedule and attend all intermediate and final inspections required for State permits. The Contractor shall give the Associate and the University reasonable notice of the date arranged for all inspections. Inspections to be scheduled with the State Fire Marshall or a representative of the City of Cincinnati Fire Division shall be arranged through the University’s Office of Public Safety.

2.8.2 Local Permits

2.8.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall secure and pay the fees for any permit, license or tap in required by local authorities having jurisdiction over the Project. The Contractor shall give the Associate and the University reasonable notice of the date arranged for all inspections.

2.8.3 National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit

2.8.3.1 The Associate shall secure the NPDES general permit by submitting a Notice of Intent (NOI) application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the start of construction.

2.8.3.2 The Associate shall prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project.

2.8.3.3 Associate shall prepare and process the required Notice of Termination (NOT) prior to Contract Completion.
2.9 TESTS

2.9.1 Unless otherwise specified in the Contract Documents, the Contractor shall apply, secure and pay for any inspection, testing or approval required by the Contract Documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction over the Project.

2.9.1.1 The Contractor shall give the Associate and the University reasonable notice of the date arranged for such inspection, testing or approval.

2.9.1.2 The Contractor shall provide an original report of the inspection, testing or approval to the Associate for approval.

2.9.1.3 The notification and request for any testing required to be witnessed by the State Fire Marshal Representative or Representative of the City of Cincinnati Fire Division shall be coordinated through the University’s Office of Public Safety – Fire Prevention Unit – Fire Safety Inspector, Phone 556-4992, at least five (5) business days prior to the desired date of the inspection.

2.9.2 If after the commencement of the Work, the Associate determines that any portion of the Work requires special inspection, testing or approval in order to insure proper conformance to the Contract Documents, the Associate may instruct the Contractor in writing to order such special inspection, testing or approval, or the Associate may make the arrangements for same.

2.9.2.1 If such special inspection, testing or approval reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall pay all costs associated with such special inspection, testing or approval.

2.9.2.2 If such special inspection, testing or approval reveals that the Work is in compliance with the Contract Documents, the Contractor will be paid, by appropriate Change Order, for all costs associated with such special inspection, testing or approval.

2.9.3 Neither the observations of the Associate in the administration of the Contract, nor inspections, tests or approvals by Persons other than the Contractor shall relieve the Contractor from the Contractor's obligation to perform the Work in conformity with the Contract Documents.

2.9.4 Unless the University notifies the Contractor in writing otherwise, the Contractor shall select the Person who shall perform any inspection, testing or approval from not less than three (3) Persons approved by the Associate.

2.10 CLEANING UP
2.10.1 During the progress of the Work, the Contractor shall be responsible for the removal of all waste materials and rubbish attributable to the Work to an appropriate disposal site designated by the Lead Contractor. The Contractor shall perform daily broom cleaning in the area of the Contractor's Work.

2.10.1.1 The Lead Contractor shall, at the end of each working day or as directed by the Associate, remove all waste materials and rubbish from the Project.

2.10.1.2 The Lead 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.

2.10.2 If the Contractor fails to clean up during the progress of the Work, the provisions of Paragraph GC 5.3 may be invoked.

2.10.3 If the 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 University shall direct the local jurisdiction having responsibility for the area to have the area cleaned to its satisfaction.

2.10.3.1 The cost of cleaning the area adjacent to the Project shall be deducted from the responsible Contractor as the Associate recommends and the University determines to be appropriate.

2.10.3.2 The decision of the University shall be final, subject to proceedings in accordance with Article GC 8.

2.11 SUBSTITUTES FOR STANDARDS OR APPROVED EQUALS

2.11.1 Requests for substitutes for Standards or Approved Equals will be considered after the bid opening only when the Contractor can conclusively demonstrate to the Associate one of the following conditions:

2.11.1.1 The specified Standards or Approved Equals through no fault of the Contractor or the Contractor's Subcontractors and Material Suppliers are not available;

2.11.1.2 The specified Standards or Approved Equals are no longer produced;

2.11.1.3 The specified Standards or Approved Equals will not perform as designed or intended.

2.12 EXPLOSIVES AND BLASTING
2.12.1 Blasting will not be permitted and explosives may not be brought onto or kept on the site of the Project, except with prior written approval of the University and other authorities having jurisdiction.

2.12.2 All blasting, storing and handling of explosives shall be done as prescribed in all applicable regulations.

2.12.3 The Contractor shall produce evidence of coverage under appropriate liability insurance and shall be responsible for any injuries to individuals or damages to property resulting from any blasting operation.

2.13 EMERGENCY

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

2.13.2 The Contractor shall give the Associate and the University 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.

2.13.3 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 University approves, a Change Order will be processed, subject to final approval of the University.

2.14 UNCOVERING THE WORK

2.14.1 If any Work is covered contrary to the requirements of the Contract Documents or contrary to the written request of the Associate, such Work shall, 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.

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

2.14.2.1 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 University that such condition was caused by another Contractor.
2.14.2.2 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.

2.15 CORRECTION OF THE WORK

2.15.1 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.

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

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

2.16 INTERRUPTION OF EXISTING SERVICES

2.16.1 Whenever it becomes necessary to interrupt existing services in use by the University or its tenants, 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 non-stop twenty-four (24) hour basis until the Work is completed and the service restored, or at such alternate time required by the University.

2.16.2 Before beginning such Work, the Contractor shall apply in writing to and receive approval in writing from the University and the Person 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 University and its tenants.
ARTICLE 3 - THE ASSOCIATE

3.1 PROJECT OVERSIGHT

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

3.1.1.1 The Associate shall designate a representative, who shall be approved by the University, to attend to the Project, as required by the agreement for professional design services, 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 its agreement or as may be deemed necessary by the University 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 University at any time that Work has been disapproved or rejected.

3.1.3 The Associate shall not be responsible for construction means, methods, manners, 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 Contracts for the Project as provided in its agreement and including without limitation the performance of the functions hereinafter described.

3.2.1.1 The Associate shall secure the NPDES general permit by submitting a Notice of Intent (NOI) application form to the Ohio Environmental Protection Agency at least forty-five (45) days prior to the start of construction. The Associate shall prepare and certify a storm water pollution prevention plan and process the required Notice of Termination (NOT) prior to completion of the Project.
3.2.1.2 The Associate shall attend and conduct any and all progress meetings. The Associate shall prepare an agenda and produce a written report of each progress meeting and distribute the report to the University and the Contractors within three (3) business days after the meeting. The Associate shall not delegate the duty to prepare the agenda and written reports of any progress meeting.

3.2.1.3 The Associate may authorize minor changes or alterations in the Work not involving additional costs or time and not inconsistent with the overall intent of the Contract Documents, but has no authority to authorize the Contractor to perform additional or extra Work for which the Contractor will seek compensation.

3.2.1.4 The Associate shall review and recommend, certify or approve applicable forms required under the Contract Documents.

3.2.1.5 The Associate shall render decisions in connection with the Contractor's responsibilities under the Contract Documents, and submit recommendations to the University for enforcement of the Contract as necessary.

3.2.2 The Associate will be the initial interpreter of all requirements of the Contract Documents. All decisions of the Associate shall be subject to final determination by the University.

3.2.3 The Associate shall authorize 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 Payment Request, the Associate shall review and certify the amounts due the Contractor. The Associate may recommend to the University that payment be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request, 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 University 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 University all Project record submittals required by the Contract Documents.

3.2.8 The Associate shall render written recommendations or decisions, within the time specified, on all claims, disputes or other matters in question between the Contractor and the University and shall provide information or services to the University until final disposition of all claims.

ARTICLE 4 - CONSTRUCTION PHASE COORDINATION

4.1 RESPONSIBILITY OF CONTRACTORS

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 equipment and execution of Work and shall properly connect and coordinate the Contractor's Work with the Work of other Contractors or Persons 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 University for any injury, damage or expense resulting from interference, hinderance, 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 If the Contractor, or any of the Contractor's Subcontractors or Material Suppliers, causes damage or injury to the property or Work of any other Contractor, or by failure to perform the Work with due diligence, delays, interferes with, hinders or disrupts any other Contractor, who suffers damage, injury or expense, the Contractor shall be responsible to the other Contractor for such damage, injury or expense.

4.1.2.2 The intent of Subparagraph GC 4.1.2.1 is to benefit the other Contractors on the Project and to demonstrate that each other Contractor who performs Work on the Project is third party beneficiary of the Contract.
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 or Person, the Contractor shall inspect such preceding Work before commencing any Work, and report in writing to the Lead Contractor and the Associate any defects which render the 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 Subparagraph GC 4.1.3, shall constitute an acceptance of the preceding 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 The Contractor shall supervise the Work in conformity with the coordination of the Lead Contractor and shall take orders and directions from the Lead Contractor, the Associate, and the University as provided in the Contract Documents.

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 Associate to recommend that the University find the Contractor is not responsible for consideration of future contract awards.

4.1.7 The Contractor shall cooperate with the Associate and the Lead Contractor so as not to interfere with, 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 consult with the University to obtain full knowledge of all rules, regulations or requirements affecting the Project. The Lead Contractor shall establish the regular working hours, subject to approval by the Associate and the University.

4.2.2 The Lead Contractor shall coordinate the Work of all Contractors, including other University vendors, with each other and with the activities and responsibilities of the Associate and the University to complete the Project in accordance with the Contract Documents.
4.2.2.1 The Lead Contractor may direct the Work of the Contractors to seek adherence to the Construction Schedule.

4.2.2.2 In the event the Contractor fails to prosecute the Work in accordance with the Construction Schedule, the Lead Contractor may recommend that the Associate or the University act as provided in Paragraph GC 5.3.

4.2.2.3 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 engage a scheduling consultant who shall develop and keep current 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 coordinated with the Construction Schedule.

4.2.3.1 The Lead Contractor shall submit a list of three or more independent consulting firms that it proposes to provide Construction Schedule services. The University will make the final selection from the list of proposed consultants, or reject the list and request the names of additional firms. The Lead Contractor will engage the selected firm.

4.2.3.2 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.

4.2.3.3 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.

4.2.4 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.

4.2.5 The Lead Contractor shall have the authority to approve the Contractor Payment Request and may recommend to the University that payments be withheld from, or Liquidated Damages be assessed against, a Contractor Payment Request, stating the reasons for such recommendation.

4.2.6 In the event of default by any Contractor, the Lead Contractor shall cooperate with the Associate, the University and the defaulting Contractor's Surety to meet the obligations required to achieve Contract Completion.
4.2.7 The Lead Contractor shall remove all snow and ice as may be required for access to the Project including but not limited to building entries, driveways, parking lots and sidewalks.

4.2.8 The Lead Contractor shall keep a daily log containing a record of weather, number of workers on site for each Contractor, identification of equipment, Work accomplished, problems encountered and other similar relevant data, which shall be made available to the University upon request.

4.3 CONSTRUCTION SCHEDULE

4.3.1 Based upon information from all of the Contractors, the Lead Contractor shall prepare the Construction Schedule for the Project. When the total estimated construction cost for the Project is $500,000 or more, critical path scheduling methods shall be provided, unless otherwise specified.

4.3.1.1 The Lead Contractor shall, within seven (7) days of the date of the Notice to Proceed furnish to each Contractor a preliminary schedule for the prosecution of the Work.

4.3.1.2 Each Contractor shall, within seven (7) days of receipt of the Lead Contractor's preliminary schedule, submit to the Lead Contractor, its comments on the Preliminary Schedule and its plan and schedule to coordinate with other Contractors together with all information requested and required by the Lead Contractor to prepare the Construction Schedule.

4.3.1.3 The Lead Contractor shall provide comments to the Contractor on the Contractor’s proposed Construction Schedule within seven (7) days of receipt. The Contractor shall revise the proposed Construction Schedule to incorporate those comments and submit the revised Construction Schedule to the Lead Contractor within seven (7) days of receipt of the comments.

4.3.1.4 The Contractor’s preliminary schedule of Shop Drawings and submittals shall be included with the information provided to the Lead Contractor.

4.3.2 The Contractor shall cooperate with the Lead Contractor to prepare a Construction Schedule by providing, without limitation, the following information.

4.3.2.1 A graphic presentation of the sequence of the Work for the Project in the media and format required by the project;

4.3.2.2 Identification of each phase of the Work and any milestone completion dates;
4.3.2.3 Identification of activities and durations for all Shop Drawing and other submittal review and approval, fabrication and review of mock-up Work, product review and procurement, fabrication, shop inspection and delivery including without limitation lead time, coordination drawing delivery, Punch List, Punch List Correction, Project close-out requirements, Contract Completion and occupancy requirements;

4.3.2.4 Identification of disruptions and shutdowns due to other operations;

4.3.2.5 Identification of the critical path of the Work for critical path method schedules;

4.3.2.6 Identification of the crew size and total resource hours for each activity in the schedule.

4.3.2.7 The Contractor’s signature and date indicating approval.

4.3.2.8 The Contractor shall develop the Construction Schedule using commercially available, personal computer software that is acceptable to the University. Final copies shall be provided in color in full size and 11” x 17” size. Submit all base line and updated schedules to the Associate in electronic format.

The CPM Schedule Chart shall be used as a tool for scheduling and reporting sequenced progress of the Work. Provide clear graphics legend and other data such as milestones, constraints and items required by the Project, Associate and University. On each submission show the SAO Project number and Project name and provide a signature approval and date line for all parties to the schedule.

Provide in each schedule: Activity identification and description for each activity broken down to a maximum duration of fifteen (15) days, responsibility of each Contractor, Contractor’s resources and crew size for each activity, provide early start, early finish, late start, late finish. Show predecessor activities and successor activities for each activity, entry free float, total float and percentage of completion and identify the appropriate predecessors and successors for all related activities.

Show all submittal dates, coordination drawing preparation, shop drawings submittals and mock-up review and approval durations.

Unless otherwise specified, submit the CPM Construction Schedule in graphic and tabular form. Provide a two (2) week look-ahead schedule print out for each weekly progress meeting. Provide, with each monthly schedule update, a list of all changes to the previously approved base line schedule or monthly updated schedule.
The Construction Schedule shall be managed using early start dates and early finish dates. Free float and total float are resources of the Project and the use of float associated with an activity is not permitted without the concurrence of the Associate, the University and all other Contractors.

4.3.3 The Lead Contractor shall submit to the Associate, within thirty (30) days of the date of the Notice to Proceed, a proposed Construction Schedule signed by all Contractors. For projects over $2 million construction cost total, an intermediate Bar Chart Schedule may be submitted for the first sixty (60) days followed by the complete CPM schedule within ninety (90) days of the Notice to Proceed.

4.3.3.1 Upon receipt of the proposed Construction Schedule, the Associate shall review and approve the Construction Schedule and submit a copy of the Construction Schedule and schedule of submittals to the University for review and acceptance, or reject it, and return it to the Lead Contractor with recommendations for revisions.

4.3.3.2 Failure to timely approve a Construction Schedule may result in a back-charge to the Contractor, in accordance with Paragraph GC 5.3, may result in the scheduling responsibility being reassigned, and may result in suspension or termination of the Contract in accordance with Article GC 13.

4.3.4 Unless otherwise specified by the Contract Documents, the Contractor shall, on a weekly basis, prepare and submit to the Lead Contractor a written report describing activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation, the Contractor’s workforce crew size and total resource hours associated with such Work and any other information requested by the Lead Contractor or Associate. This information shall be attached to the minutes of the weekly progress meetings.

4.3.5 Unless otherwise specified in the Contract Documents, the Lead Contractor shall provide monthly progress reports to the Associate and the University which shall include recommendations for adjusting the Construction Schedule to meet milestone completion dates and Contract Completion dates.

4.3.5.1 When it is apparent to the Lead Contractor or the Associate that critical path activities, scheduled milestone completion dates, or Contract Completion dates will not be met, the Lead Contractor, with the assistance of the Associate, shall submit to the Contractor, for review and approval, a time recovery plan to avoid or minimize any delay.
4.3.5.2 A time recovery plan may include, but is not limited to, increasing the Contractor's workforce in such quantities as will eliminate the backlog of Work, increasing the number of working hours per shift, shifts per workday, workdays per week, the amount of construction equipment, or any combination thereof; rescheduling of activities to achieve maximum practical concurrency of Work.

4.3.5.3 If the Lead Contractor and all of the Contractors approve the time recovery plan, the Lead Contractor shall prepare a revised Construction Schedule that will be signed and approved in accordance with Subparagraphs GC 4.3.2 and 4.3.3. If the Lead Contractor or any of the other Contractors fails to approve a time recovery plan, the Lead Contractor or other Contractor, as applicable shall immediately provide an alternate time recovery plan to the Associate and the other Contractors in writing for review and approval in accordance with Subparagraphs GC 4.3.2 and 4.3.3.

4.3.6 Unless otherwise specified in the Contract Documents, the Lead Contractor shall update the Construction Schedule on a monthly basis with the approval of all Contractors, in accordance with Subparagraph GC 4.3.5.3.

4.3.6.1 The updated Construction Schedule shall be signed by the Contractor which shall serve as an affirmation that the Contractor can meet the requirements of the updated Construction Schedule.

4.3.6.2 Submit a tabular copy showing all changes to the previously approved schedule including without limitation, logic, float and actual start date of activities. The original or initially approved Construction Schedule and all subsequent Construction Schedules signed by the Contractor, the Lead Contractor and the Associate and shall serve as an affirmation that the Lead Contractor and the Contractor agree to and can meet the applicable requirements of the updated Construction Schedule.

4.3.6.3 Failure to timely approve an updated Construction Schedule may result in a back-charge to the Contractor, in accordance with Paragraph GC 5.3, may result in the scheduling responsibility being reassigned, and may result in suspension or termination of the Contract in accordance with Article GC 13.

4.4 PARTNERING

4.4.1 To most effectively and efficiently accomplish the construction of the Project, the University encourages the formation of a cohesive, mutually beneficial partnering arrangement among all Contractors, the Associate and the University. Such an arrangement will strive to draw on their collective strengths, skills, and knowledge to achieve a Project of the intended quality, within budget, and on schedule.
4.4.2 The purpose of the partnering arrangement is to build cooperative relationships between such Persons and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. It is intended that this arrangement be a voluntary, non-binding, but formally structured agreement among such Persons, leading to an attitude that fosters risk sharing.

4.4.3 To create and implement the partnering arrangement, all such Persons shall meet prior to the construction of the Project for the purpose of developing a partnering agreement. The agreement shall identify common goals and objectives, develop a problem solution, alternative dispute resolution strategy, and an implementation plan.

4.4.4 Formal contractual relations, responsibilities and liabilities shall not be affected by any partnering agreement. Any cost associated with effectuating this partnership will be agreed to among such Persons and will be shared equally with no change in Contract Price.

4.5 PROGRESS MEETINGS

4.5.1 The Associate and the University shall schedule a weekly progress meeting for all Contractors and other Persons involved in the Project. The purpose of the progress meeting is to review progress in the Work during the previous week, discuss anticipated progress during the following weeks, and review critical operations and existing and potential problems.

4.5.2 The Contractor and the Associate shall be represented at every progress meeting by a Person authorized with signature authority to make decisions regarding possible modification of the Contract Documents.

4.5.2.1 The Associate shall notify the Contractor of the time and place of the progress meeting which shall thereafter be the same day and hour of the week for the duration of the Project, unless the Associate shall notify the Contractor of a different day and hour at least two (2) days in advance.

4.5.2.2 The Contractor shall have any of the Contractor's Subcontractors and Material Suppliers attend the progress meeting as deemed advisable by the Contractor or as requested by the Associate.

4.5.3 The Associate shall prepare a written report of each progress meeting and distribute such report to the University and the Contractor. The Associate shall not delegate the duty to prepare a written report of each progress meeting.
4.5.3.1 If any Person in attendance objects to anything in a report of a progress meeting, the Person shall notify the Associate, the University and any other affected Person in writing explaining the objection.

4.5.3.2 The report of each progress meeting shall reflect any objection made to the report of the previous progress meeting and any response.

4.6 COORDINATION MEETINGS

4.6.1 Unless otherwise specified in the Contract Documents, the Lead Contractor shall schedule and conduct a weekly coordination meeting for all Contractors and appropriate Subcontractors and Material Suppliers (the “Coordination Participants”).

4.6.1.1 The purpose of the coordination meeting is to discuss the sequence of construction and its relationship with the approved Construction Schedule; to establish the intended location of equipment, pipe, duct, conduit, and other components of the Project; and to coordinate the appropriate shared use of available construction space (especially interstitial, chases and mechanical rooms) and construction storage space.

4.6.1.2 Each Coordination Participant shall be knowledgeable about the Project and the scope of its Work. One (1) individual of each Coordination Participant shall have authority to make decisions regarding the coordination process and drawings.

Each Coordination Participant shall come to the coordination meetings prepared to demonstrate and furnish documentation that it has anticipated the Work of other Persons, and planned its installation. Each Coordination Participant will coordinate its installation with the Work of other Persons.

Each Coordination Participant will utilize documentation and information provided by other Coordination Participants to verify that the utility requirements, physical size and characteristics of planned equipment are compatible with related or connected equipment, existing or planned building components and existing or planned utilities.

The documentation and information provided by Coordination Participants will also be utilized by each of them in determining the actual placement and positioning of equipment and devices to avoid interference with the Work of other Persons, building finishes and architectural details.

The documentation and information provided by Coordination Participants will also be utilized by each of them to coordinate space requirements and installation considerations to maximize accessibility.
to equipment and devices for purposes of maintenance, repairs and/or replacement.

4.6.1.3 Unless otherwise specified in the Contract Documents, the Lead Contractor shall prepare a written report of each coordination meeting and distribute the report within three (3) business days of the meeting to the Associate, the University, the Contractors and any other Coordination Participants. The Lead Contractor shall not delegate the duty to prepare a written report of each coordination meeting.

4.6.2 Once the sequence of the Project has been determined, the informational process has taken place in accordance with Subparagraph GC 4.6.1.2, the areas requiring special attention (the “Coordination Areas”) have been identified and the need for a coordination drawing is determined for any Coordination Area, the HVAC Contractor shall prepare one-fourth inch equals one foot scale drawings of all sheet metal work with plan and elevation dimensions to specifically locate all duct work, equipment and HVAC pipe work. These preliminary coordination drawings will be produced for each Coordination Area based upon the information, discussion and resulting consensus of Coordination Participants during the coordination meetings.

4.6.2.1 The HVAC Contractor shall provide the preliminary coordination drawings to all Coordination Participants. Each Coordination Participant shall use the preliminary coordination drawings as a baseline to develop drawings of its Work within each applicable Coordination Area to specifically locate equipment, devices, piping, conduit and other Work as discussed and agreed at the coordination meetings.

4.6.2.2 Each Coordination Participant with Work within a Coordination Area shall return its drawings to the HVAC Contractor marked to show the location of the Coordination Participant’s equipment, devices, piping, conduit and other Work for the preparation of detailed and final coordination drawings by the HVAC Contractor (the “Coordination Drawings”).

Any Coordination Participants with no Work within any Coordination Area shall return the applicable preliminary coordination drawings to the HVAC Contractor with a statement upon the drawings signed by an authorized representative of the Coordination Participant certifying that it has no Work within that Coordination Area.

4.6.2.3 Upon completion of the Coordination Drawings by the HVAC Contractor, it shall forward a copy of the drawings to the Associate, the University, the Contractors and other Coordination Participants with Work within the limits of a Coordination Area. Discrepancies in the drawings shall be reported, in writing, to the HVAC Contractor within three (3) business days of receipt of the drawings.
4.6.2.4 The Associate shall review the Coordination Drawings to insure that all of the goals listed in Subparagraph GC 4.6.1.2 have been achieved by all Coordination Participants. The Associate shall report any concerns, in writing, to the Coordination Participants within ten (10) business days of receipt of the drawings.

4.6.3 During construction whenever equipment, devices, piping, conduit and other Work are installed so as to cause or contribute to interference with subsequent Work the Associate shall determine the needed modifications to the installed Work to accommodate the subsequent Work, which decision shall be final, but subject to the provisions of Article GC 8.

4.6.3.1 In the event such modifications are required, the cost of the modification shall be the responsibility of the Contractor, as determined by the Associate, whose Work caused or contributed to the interference. The Associate’s decision shall be final, but subject to the provisions of Article GC 8.

ARTICLE 5 - UNIVERSITY’S RIGHTS AND RESPONSIBILITIES

5.1 UNIVERSITY PURCHASING DEPARTMENT

5.1.1 The University Purchasing Department shall competitively bid and execute construction Contracts for the University, in compliance with applicable federal, State and local statutes, ordinances, codes and regulations.

5.2 CONSTRUCTION MANAGEMENT DEPARTMENT

5.2.1 The University Construction Management Department will administer the construction contracts and will designate a Project Administrator who shall serve as the field representative of the University and will be authorized to perform specific responsibilities of the University under the Contract.

5.2.2 Information and services required of the University shall be furnished in good faith and in a timely manner to avoid interference with, delay, hindrance or disruption in the progress of the Project.

5.2.3 The University and the University’s officers, employees, consultants, agents and representatives shall at all times have access to the Work whenever the Project is in preparation or progress, which may be subject to coordination with the Lead Contractor.

5.2.4 The University may send directions to the Contractor through the Associate.
5.2.5 The University requires the use of its forms where noted in the Contract Documents. The party responsible for initiating forms shall utilize the latest edition forms obtained from the University’s web site: http://www.uc.edu/architect. The University reserves the right to make modifications to its forms at any time.

5.2.6 Upon the issuance of the Notice to Proceed or at a reasonable time thereafter, the University shall provide the Contractor the Project site in such condition to permit the Contractor to perform the Work.

5.2.7 The University may request any change in the Work.

5.2.8 When the cause of a delay is a proximate result of the University’s act or failure to act, University’s liability may result under Section 4113.62, ORC.

5.2.9 The foregoing are in addition to other rights and responsibilities of the University enumerated herein and especially those in respect to the University’s right to prosecute the Work, approve payments and accept the Project.

5.3 UNIVERSITY’S RIGHT TO PROSECUTE WORK AND BACKCHARGE CONTRACTOR

5.3.1 If the Contractor provides Defective Work or 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 current Construction Schedule, the Associate may notify the Contractor in writing of such failure or neglect.

5.3.2 If the Contractor fails or refuses to cure such Defective Work or failure or neglect within three (3) business days after receipt of the written notice, also known as a “Seventy-Two (72) Hour Notice”, the Associate shall recommend enforcement of the Contract to the University pursuant to Subparagraphs GC 3.1.2 and 3.2.1.5. Without jeopardizing any other remedy the University may have, the University may transfer Work to another Contractor, employ upon the Work the additional force, or supply the materials or such part of any of the foregoing as is appropriate, to correct the Defective Work, failure, or neglect in the Contractor's Work, as determined by the University.

5.3.2.1 In such case, a Change Order shall be issued deducting from payments then or thereafter due the Contractor the costs of correcting such Defective Work, failure or neglect, including without limitation Liquidated Damages.

5.3.2.2 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 University.
5.3.2.3 The decision of the University to back-charge the Contractor shall be final, subject to proceedings in accordance with Article GC 8.

5.3.3 The University reserves the right to furnish at any time such materials and labor and to prosecute such work in addition to the Work of the Contractor as the University may desire; provided, however, that if such prosecution of additional work interferes with, disrupts, hinders or delays the Work of the Contractor, the Contractor shall be entitled to a reasonable extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as consistent with Section 4113.62, ORC, to the fullest extent permitted.

5.4 UNIVERSITY’S RIGHT TO PARTIAL OCCUPANCY

5.4.1 If the University 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 University that the area in question has been approved for temporary occupancy by the Ohio Department of Commerce, Division of Industrial Compliance.

5.4.2 If Partial Occupancy or use is approved by the University, the Associate may process either a Change Order or a Contract Completion certificate listing uncompleted or Defective Work under the Contract within that portion of the Project to be used or occupied for approval by the University, 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.

5.4.3 From the date of execution of the Change Order or Contract Completion certificate by the University, the Contractor shall be relieved of obligation to maintain the accepted portion of the Work, but shall remain obligated to complete and correct the Work. The Contractor shall continue to carry the appropriate insurance during performance of any such Work.

5.4.4 Partial Occupancy or use of the premises by the University 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 OF ESSENCE
6.1.1 Time is of the essence to the Contract Documents and all obligations thereunder. By executing the Contract Form, the Contractor acknowledges that the time for Contract Completion, and by signing the Construction Schedule that any specified milestone completion dates are reasonable, taking into consideration the usual weather conditions and usual conditions prevailing in the locality of the Project.

6.1.1.1 The Contractor agrees that the Notice to Proceed shall establish the date for commencement of the Work.

6.1.1.2 The Contractor agrees that the University 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 time for Contract Completion.

6.1.1.3 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.

6.1.1.4 The Contractor shall perform the Work so as not to interfere with, disturb, hinder or delay the Work of other Contractors and such other Contractors' Subcontractors and Material Suppliers.

6.1.1.5 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 Paragraph GC 6.2 except if otherwise required by Section 4113.62, ORC.

6.2 EXTENSIONS

6.2.1 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 time for Contract Completion shall be extended for such reasonable time which the Associate determines, in consultation with the University, has been caused by the interference, disruption, hindrance or delay in the Work:

6.2.1.1 Due to suspension of the Work for which the Contractor is not responsible; unusual or severe weather conditions not normally prevailing in the particular season; labor disputes, except labor disputes resulting from informational picketing; fire; or flood;

6.2.1.2 Due to an act or omission of any other Contractor; or
6.2.1.3 Due to any unforeseeable cause beyond the control and without fault or negligence of the Contractor.

6.3 REMEDIES

6.3.1 To the fullest extent permitted by law and subject to any limitations imposed when the cause for the delay is a proximate result of the University’s act or failure to act pursuant to Section 4113.62, ORC, any extension of time granted pursuant to Paragraph GC 6.2 shall be the sole remedy which may be provided by the University. The Contractor shall not be entitled to additional compensation from the University or mitigation of Liquidated Damages for any delay, interference, hindrance or disruption, 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.

6.3.2 It is within the contemplation of the parties that the Contractor may accelerate its performance to meet the Construction Schedule, 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 to the fullest extent permitted by law.

6.4 REQUEST FOR EXTENSION

6.4.1 Any request by the Contractor for an extension of time shall be made by written notice 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 provide such timely 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.

6.4.2 Contractor’s request shall provide the following.

6.4.2.1 Nature of the interference, disruption, hindrance or delay;

6.4.2.2 Identification of Persons and events responsible for the interference, disruption, hindrance or delay;

6.4.2.3 Date (or anticipated date) of commencement of the interference, disruption, hindrance or delay;

6.4.2.4 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;
6.4.2.5 Anticipated duration of the interference, disruption, hindrance or delay and of any remobilization period;

6.4.2.6 Specific number of days of extension requested and specific number of days for remobilization requested;

6.4.2.7 Recommended action to avoid or minimize any future interference, disruption, hindrance or delay.

6.5 EVALUATION OF REQUEST

6.5.1 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 University about the request and respond in writing to the Contractor. If the Contractor fails to timely provide the information required by Paragraph GC 6.4, the University may reject the request for time extension. If a request for time extension is so rejected, the Contractor shall be deemed to have waived any claim for extension, damages or mitigation of Liquidated Damages to the fullest extent permitted by law.

6.5.1.1 The time for Contract Completion may only be extended by execution of an appropriate Change Order.

6.5.1.2 The Lead Contractor shall make any necessary change in the Construction Schedule if an extension is granted.

6.6 CRITICAL PATH

6.6.1 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.

6.6.2 A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements so interfered with, disrupted, hindered or delayed and related remobilization 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 University, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Paragraph GC 6.4. To the extent the time for Contract Completion or the Contract Price is affected, the Contract may 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.

7.1.1.3 The Contractor shall not proceed with any change in the Work without the required written authorization.

7.1.1.4 The Contractor understands and agrees that agreement to a Change Order is final and without reservation of any rights.

7.1.1.5 The University reserves the right to cancel or modify any Change Order authorization.

7.1.2 If the Contractor fails or refuses to perform any item which the University and Associate believe is Work required by the Contract Documents, the University or Associate may issue a Change Order or written directive to the Contractor describing the Work with no change in the Contract Price, in accordance with Subparagraph GC 7.1.3.

7.1.3 If the Contractor does not agree with the Change Order or written directive, the Contractor shall perform all Work; however, the Contractor may seek compensation including time in accordance with Article GC 8 for any such Work performed.
7.2 PRICE DETERMINATION

7.2.1 The maximum cost or credit resulting from a change in the Work shall be determined in accordance with the Change Order Procedure and Pricing Guidelines and as described below.

7.2.1.1 Lump sum Proposals will not be considered or accepted under any circumstances.

7.2.1.2 A Unit Price Proposal shall only be valid when incorporated into the Contract by Change Order except for Unit Price Work included on the Bid Form which does not exceed the estimated quantities set forth on the Bid Form.

7.2.1.3 The percentages allowed for overhead and profit are all inclusive, include all Contractor Project costs relating to field or home office operations, and no additional or other amounts for overhead or profit shall be allowed.

7.2.1.4 The maximum cost or credit as determined by the Change Order Procedure and Pricing Guidelines includes all compensation for impact costs, and no additional or other amounts for impact costs shall be allowed.

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

7.2.3 In the event that no agreement can be reached between the Contractor and the University as to the cost or credit resulting from a change in the Work, said cost or credit shall be determined by the University, upon the recommendation of the Associate.

7.2.3.1 The Contractor shall proceed with the Change Order Work when so directed by the Associate.

7.2.3.2 The Contractor may dispute the University’s determination by filing a claim in accordance with Article GC 8.

7.2.4 The University reserves the right to require the Contractor to submit invoices for material costs together with an affidavit signed by the Contractor, acknowledged by a notary public, in which the Contractor swears and certifies to the accuracy and completeness of the invoices.
7.3 DIFFERING SITE CONDITIONS

7.3.1 Unless otherwise specified in the Contract Documents, soil borings, test excavations and other subsurface information or information about concealed physical conditions shall be considered as representative of actual Project conditions. Bidders shall be afforded access to examine the Project site and are responsible to use judgment and expertise in evaluating Project subsurface and concealed physical conditions and the related information provided in the Contract Documents in the preparation of its bid. No part of the Contract Documents shall be relied upon by the Contractor as permitting any particular means, methods or manner of construction with respect to such conditions.

7.3.2 If the Contractor encounters, during the progress of the Work, subsurface or concealed physical conditions at the Project, differing materially from those indicated or reasonably inferred from the Contract Documents or differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract, the Contractor shall notify the Associate in writing of such conditions, before they are disturbed.

7.3.3 Upon notice from the Contractor under Subparagraph GC 7.3.2 the Associate shall promptly investigate the conditions and if the Associate finds that such conditions do materially differ from those indicated or reasonably inferred from the Contract Documents, the Associate shall process an appropriate Field Work Order or Change Order.

7.3.3.1 The Contractor will only proceed with a proper authorization, in writing, as provided by the Contract Documents.

7.3.3.2 No claim of the Contractor under Subparagraph GC 7.3.3 shall be allowed unless the Contractor provided the notice required in Subparagraph GC 7.3.2.

7.4 TIME EXTENSION

7.4.1 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, 6.5, and 6.6.

7.4.2 If extending the time for Contract Completion is not possible, the Contractor shall price all costs of accelerated performance in the Contractor's Proposal.

7.4.3 A Change Order granting a time extension may provide that the time for Contract Completion will be extended for only those specific elements actually delayed and that remaining milestone completion dates will not be altered and
may further provide for adjustment of Liquidated Damages, to the fullest extent permitted by law.

**ARTICLE 8 - DISPUTE RESOLUTION PROCEDURE**

8.1 **FILING OF CLAIM**

8.1.1 Whenever the Contractor intends to seek additional compensation or mitigation of Liquidated Damages, whether due to delay, extra Work, additional Work, breach of Contract, or other causes arising out of or related to the Contract or the Project, the Contractor shall follow the procedures set forth in this Article. 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.

8.1.2 The Contractor shall make a claim in writing filed with the Associate and prior to Contract Completion, provided the Contractor notified the Associate, in writing, no more than ten (10) days after the initial occurrence of the facts, which are the basis of the claim. Every such written notice shall provide the following information to permit timely and appropriate evaluation of the claim, determination of responsibility and opportunity for mitigation:

8.1.2.1 Estimated amount of the claim, including all costs for interference, disruption, hindrance, delay and any impact, which amount shall be calculated in accordance with the Change Order Pricing Guidelines, shall be based upon the Contractor’s experience and shall be a fair and reasonably accurate assessment of the damages suffered (or anticipated) by the Contractor;

8.1.2.2 Identification of Persons and events responsible for causing the claim, including without limitation the date (or anticipated date) of the commencement of any interference, disruption, hindrance, delay or impact;

8.1.2.3 Identification of activities on the Construction Schedule which will be affected by the claim or new activities which may be created and the relationship with existing activities;

8.1.2.4 Anticipated impacts and anticipated duration of any interference, disruption, hindrance, delay and any remobilization period; and

8.1.2.5 Recommended action to avoid or minimize any interference, disruption, hindrance, delay or impact.
8.1.3 In every such written claim submitted in accordance with this Article, the Contractor shall submit three (3) copies of its claim, within thirty (30) days of the notice required by Subparagraph GC 8.1.2, detailing the amounts claimed and providing the following information to permit timely and appropriate evaluation of the claim, determination of responsibility and any remaining opportunity for mitigation. If the Contractor is unable to calculate any amount claimed in detail, the Contractor shall use its best efforts to provide a reasonable estimate of such amount.

8.1.3.1 A narrative of the event, or combination of events, claimed as resulting in interference, disruption, hindrance, delay or impact to the Contractor, including the start date of the event or events and the actual, or anticipated, finish date;

8.1.3.2 A quantification of the planned work items and the changed scope of Work items claimed as having been affected;

8.1.3.3 A time impact analysis, consistent with standard critical path methodology for scheduling, demonstrating the effect on the Contractor’s scheduled activities;

8.1.3.4 Copies of the Lead Contractor’s daily log (Subparagraph GC 4.2.8) for each day of impact;

8.1.3.5 Copies of relevant correspondence and other information regarding or supporting Contractor entitlement;

8.1.3.6 Copies of Contractor payroll records for labor impacts claimed by the Contractor and any Subcontractor affected by the event or events;

8.1.3.7 Copies of invoices for material impacts claimed by the Contractor and any Subcontractor affected by the event or events;

8.1.3.8 Copies of equipment records, or rental invoices, for any equipment impacts claimed by the Contractor or any Subcontractor affected by the event or events;

8.1.3.9 Copies of the most recent Contractor Income Statement, including segregated general and administrative expenses for the most recent reporting period, and for the period of the Contract, if available, and similar information for any Subcontractor claim included;

8.1.3.10 A statement, signed by an authorized representative of the Contractor, certifying that the claims are made in good faith, the supporting data is accurate and complete to the best of the Contractor’s knowledge and belief and the amount requested accurately reflects the contract adjustment for which the Contractor believes the University is liable in accordance with the Contract Documents; and
8.1.3.11 The Contractor shall prepare and submit a fully-executed Contractor Claim Submission Checklist, signifying compliance with all of the above requirements with each copy of the claim being submitted.

8.2 CLAIM REVIEW

8.2.1 The Contractor shall submit three (3) copies of the claim; one (1) to the Associate, and two (2) to the University Project Administrator. Upon submission of the claim by the Contractor, the University Project Administrator shall convene a meeting with the Contractor, the Associate and the University to review and discuss the claim. The University Project Administrator shall review the Contractor Claim Submission Checklist with all in attendance and discuss any questions regarding the nature or content of the required items. The Contractor shall correct any deficient items before the Associate will commence review in accordance with Subparagraph GC 8.3.1.

8.3 FIELD REVIEW AND DECISION

8.3.1 Upon complete submission of the claim by the Contractor, the Associate shall review the claim and prepare a written analysis of its content. The analysis shall include a narrative of the Associate’s examination of the facts giving rise to the claim, relevant Contract Documents and language, an analysis of claimed additional labor, materials and equipment for the scope of the Work items described, an analysis of any time extension for any interference, disruption, hindrance, impact, or any delay claimed (to include the calculation of any concurrent delays affecting entitlement), confirmation of the calculation of claimed labor, materials and equipment impacts as conforming to the Change Order Pricing Guidelines and a concluding opinion regarding Contractor entitlement to, and the appropriateness and reasonableness of, all or any part of, the claimed costs and time extension. The Associate shall include copies of contemporaneous documentation supporting any opinion regarding the sufficiency or inadequacy of the Contractor’s claim, the Contractor’s performance or the rebuttal of the claim.

8.3.2 The Associate shall submit the Associate’s written claim analysis to the University Project Administrator within thirty (30) days of the submission of the claim.

8.3.3 The University Project Administrator shall examine the Contractor’s claim and the Associate’s claim analysis. The University Project Administrator shall approve or deny all, or any part of, the Contractor’s claim and forward a written decision to the Contractor, and the Associate within thirty (30) days after receipt of the Associate’s claim analysis.

8.3.4 The University Project Administrator may utilize the Contractor’s Bid Information in evaluating any claim of Contractor for a change in compensation.
or for mitigation of Liquidated Damages and may refer the evaluation of the claim to a consultant.

8.4 FINAL ADMINISTRATIVE DECISION

8.4.1 The Contractor may appeal the University Project Administrator’s decision to the Director of Construction Management. The Contractor shall send its appeal by certified mail to the Director of Construction Management. Upon receipt of the Contractor’s appeal of the denial or all or any part of the claim, the Director of Construction Management shall schedule and conduct a meeting for the appeal within thirty (30) days of the date of receipt. The University may employ independent resources to assist in the meeting and review of the appeal. Upon conclusion of the appeal meeting, the Director of Construction Management shall determine the final disposition of the Contractor’s appeal and provide a written decision to the Contractor within fourteen (14) days after the meeting. The decision of the Director of Construction Management shall be the final and conclusive decision of the University, as required by Section 153.12(B), ORC, subject to filing of litigation in the Ohio Court of Claims.

8.5 ALTERNATIVE DISPUTE RESOLUTION

8.5.1 If, upon consideration of a claim, the University recommends, and the parties mutually agree, the dispute resolution procedure provided in this Article may be waived, or the claim may be referred to a form of Alternative Dispute Resolution, including a procedure to equitably share the costs of the Alternative Dispute Resolution.

8.6 AUDITING OF CLAIMS:

8.6.1 All claims filed against the University shall be subject to audit at any time following the filing of such claim, whether or not such claim is part of a suit pending in the courts of this State. The audit may be performed by employees of the University or by a consultant engaged by the University. The audit may begin upon ten (10) days notice to the affected Contractor, Subcontractor or Material Supplier. The Contractor, Subcontractor or Material Supplier shall make a good faith effort to cooperate with the request. Failure of the Contractor, Subcontractor or Material Supplier to maintain and retain sufficient records to allow the University to audit and verify a claim shall constitute a waiver of that portion of the claim that cannot be verified and shall bar recovery therefore.

Without limiting the foregoing, and as a minimum, the Contractor shall make available to the University the following documents:

1. Daily time sheets and foreman’s daily reports;
2. Union agreements, if any and employer agreements.
3. Insurance, welfare, fringes and benefits records.
4. Payroll register;
5. Earnings records;
6. Payroll tax returns;
7. Material invoices, purchase orders, Subcontractor contracts and all material and supply acquisition contracts;
8. Material cost distribution worksheets;
9. Equipment records (list of Contractor equipment, rates, etc.);
10. Vendor rental agreements and Subcontractor invoices;
11. Subcontractor payment certificates;
12. Canceled checks (payroll and vendors);
13. Job cost report;
14. Job payroll ledger;
15. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
16. Cash Disbursements journal;
17. Financial statements for all years reflecting operations on this Project;
18. Income tax returns for all years reflecting operations on this Project;
19. Depreciation records on all equipment utilized whether such records are maintained by the Contractor involved, its accountant, or others;
20. If a source other than depreciation records is used to develop costs for the Contractor’s internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
21. All documents which reflect the Contractor’s actual profit and overhead during the years this Project was being performed and for each of the five (5) years prior to the commencement of this Project;
22. All documents related to the preparation of the Contractor’s bid, including the final calculations on which the bid was based unless such documents are placed in escrow under provisions of Subparagraph IB 7.3.8;

23. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;

24. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, fringes, benefits and insurance, materials, equipment, Subcontractors, and all documents which establish the time periods, individuals involved, the hours and rate of pay for the individuals; and

25. All other documents required by the University to reasonably and meaningfully review the claim.

8.7 FALSE CERTIFICATION OF CLAIMS

8.7.1 If any Contractor falsely certifies all or any part of a claim, the portion of the claim so certified shall be denied.

8.7.2 If any Contractor is found to have falsely certified all or any part of any claim, the fact of doing so shall be considered in future responsibility reviews on future University Contract opportunities.

8.8 PERFORMANCE AND PAYMENT

8.8.1 The Contractor shall proceed with performance of the Work during any dispute resolution process, unless otherwise agreed by the Contractor and the University in writing.

8.8.2 The University shall continue to make payment of any undisputed amounts in accordance with the Contract Documents pending final resolution of a claim, unless otherwise agreed by the Contractor and the University in writing.

8.8.3 If the Contractor accepts the decision of the Director of Construction Management pursuant to Subparagraph GC 8.4.1 and foregoes litigation of the claim, any payment to be made, credit to be provided or extension of time to be granted pursuant to the Director of Construction Management decision shall be incorporated into the Contract by a completed Change Order form signed by the Contractor, the Associate, the University, which shall include a copy of the Director of Construction Management decision and any necessary supporting documentation. Any such payment shall be made pursuant to a Contractor Payment Request in accordance with Paragraph GC 9.2 or 9.7, as applicable. Certain large dollar claims may be subject to filing in the Ohio Court of Claims,
at the discretion of the Ohio Attorney General, and follow a differing payment process.

8.9 INTEREST

8.9.1 The rate of any prejudgment interest shall be at the average of the prime rate established at the commercial banks in the City of Cincinnati.

ARTICLE 9 - CONTRACTOR PAYMENT

9.1 SCHEDULE OF VALUES

9.1.1 The Contractor shall submit to the Associate a full, accurate and detailed estimate (the Schedule of Values) 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 divisions of the Construction Specifications Institute (CSI) format used by the Associate in developing the Specifications.

9.1.1.1 The Contractor shall indicate clearly on the Schedule of Values, the amount(s) allocated for each certified EDGE Business Enterprise used in the performance of the contract. The amount(s) shall indicate labor and materials, as appropriate.

9.1.2 The grand total shown on the Schedule of Values must equal the total Contract Price. The University reserves the right to use the approved Schedule of Values to determine the cost or credit to the University 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 fifty-five (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 Schedule of Values 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, mechanical and electrical Contractors shall include separate line items for all major pieces of equipment, and group smaller equipment items by type.

9.1.2.7 A separate line item shall be included for each allowance and unit price item (if applicable), Punch List Work, Project Record Document Submittals, Cleanup, Commissioning, delivery of attic stock and specified training.

9.1.3 The Schedule of Values will be returned to the Contractor for re-submittal 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 a University approved Schedule of Values.

9.2 CONTRACTOR PAYMENT REQUEST

9.2.1 The Contractor shall submit monthly to the Associate an itemized Contractor Payment Request for Work performed based upon the Schedule of Values. When the rate of Work and amount involved is such that it is considered appropriate by the University, Contractor Payment Requests may be made twice a month.

9.2.1.1 The Contractor Payment Request shall be supported by documentation 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 sent directly to the University’s Office of Contract Compliance. Also refer to Paragraph GC 18.2.

9.2.1.3 The Contractor shall list on the Contractor Payment Request any approved Change Orders processed and performed during the time covered by the Contractor Payment Request.

9.2.1.4 The Contractor shall submit its application for payment using the Contractor Payment Request form or forms current at the time of each application and as provided by the University in the manner prescribed by the University.

9.2.1.5 The Contractor shall clearly indicate on the Contractor Payment Request (in its Schedule of Values), the amount(s) allocated for each
certified EDGE Business Enterprise used in the performance of the contract. The amount(s) shall indicate labor and materials, as appropriate.

9.2.1.6 Within five (5) days after receiving payment for a Contractor Payment Request, the Contractor shall forward a digital copy of the approved Contractor Payment Request to the University’s representative for collection and reporting of information that will be used for contract compliance evaluation and statistical purposes. The contractor may issue a copy in any digital media acceptable to the University and the Department. The Department, in consultation with the University, may waive the Contractor requirement to submit a digital copy of the approved payment information.

9.2.2 Payment of a Contractor Payment Request shall be subject to approval by the University and made within thirty (30) days from the date of certification by the Associate.

9.2.2.1 The University 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 thirty (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 Cincinnati.

9.2.3 The amount of Liquidated Damages to which the University may be entitled under the Contract Documents may be deducted from any Contractor Payment Request.

9.2.3.1 Intermediate milestone dates are subject to liquidated damages when the amounts are identified in the Special Conditions.
9.3 LABOR PAYMENTS

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 ninety-two (92) percent of the amount invoiced through the Contractor Payment Request which shows the total Contract Completion at fifty (50) percent or greater.

9.3.2 After the contract is fifty (50) percent complete, as evidenced by payments in the amount of at least fifty (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 PAYMENTS

9.4.1 The University shall pay to the Contractor a sum at the rate of ninety-two (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 Contractor Payment Request:

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; and

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 University, 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.

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 one hundred (100) percent. Completed line items subject to a final Punch List and/or items requiring testing or start-up shall be paid at the rate of ninety-eight (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 University and the applicable bank.

9.5.2 When the major portion of the Project is occupied or in use, and there exists no other reason to withhold retainage, including without limitation compliance with Article GC 11, 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 University.

9.5.2.1 Any reduction or release of retainage, or portion thereof, shall not be a waiver of the University’s right to retainage in connection with other payments to the Contractor, or any other right or remedy the University has under the Contract Documents at law or in equity.

9.5.2.2 Funds in the escrow account not previously paid shall be released to the Contractor within thirty (30) days of approval of a final Contractor Payment Request by the University and execution of the Certificate of Contract Completion by the University.

9.5.3 Upon consent by the Contractor's Surety, the University may reduce the amount of funds retained for the faithful performance of Work by fifty (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:

9.5.3.1 Completion of the Work;

9.5.3.2 All interference, disruption, hindrance and delay claims;

9.5.3.3 All Liquidated Damages; and

9.5.3.4 All additional expenses incurred by the University.

9.6 PAYMENTS WITHHELD

9.6.1 The Associate and the Lead Contractor shall have the authority to recommend to the University that payments be withheld from, or Liquidated Damages be assessed against, a Contractor's Payment Request, stating the reasons for such recommendation.

9.6.2 The University reserves the right to decline to approve any Contractor Payment Request or part thereof, or because of subsequent evidence or inspection, may
nullify any previous Contractor Payment Request, in whole or in part, to such extent as may be necessary to protect the University 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 Section 4115, ORC; “Wages and Hours on Public Works”; or

9.6.2.4 Liquidated Damages.

9.6.3 If the basis for withholding payment pursuant to Subparagraph GC 9.6.2 is removed, payment shall be made for amounts withheld.

9.6.4 Whenever the University receives a Claim Affidavit, the University shall detain the stated amount from the Contractor's subsequent Contractor Payment Request unless the Contractor provides a release and waiver of lien with a Contractor Payment Request.

9.6.4.1 The release and waiver of lien shall be executed by the Person 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 University 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 CONTRACTOR PAYMENT REQUEST

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 Subparagraph 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 Section 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 Contractor Payment Request shall be made within thirty (30) days from the date of approval by the University.
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 thirty (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 Cincinnati.

9.7.3 The making of final payment by the University shall constitute a waiver of all claims by the University except those relating to unsettled claims of the Contractor or the University and 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; or

9.7.3.3 Failure of the Contractor to comply with any Warranties or Guarantees 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 University except those that the Contractor has previously made in writing in accordance with Article GC 8 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, to the fullest extent permitted.

ARTICLE 10 - FINAL INSPECTION AND ACCEPTANCE

10.1 CONTRACTOR’S PUNCH LIST

10.1.1 When the Work, or a designated portion thereof, is nearly complete the Contractor shall prepare a list of all incomplete or deficient items of Work remaining (the “Contractor’s Punch List”).

10.1.1.1 The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that such items have been corrected by signing said Punch List.

10.1.1.2 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 ASSOCIATE’S PUNCH LIST

10.2.1 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.

10.2.1.1 Upon acceptance of the Contractor's request, the Associate shall conduct the Final Inspection to determine whether the Work, or the designated portion thereof, is in conformity with the Contract Documents. The Associate shall notify the Contractor and the University of the scheduled time of the Final Inspection.

10.2.1.2 Within three (3) days of the Final Inspection, the Associate shall notify the Contractor of any items of Work remaining in a Defective, incomplete or unacceptable condition. The list of such items shall be known as the Associate's Punch List.

10.3 CORRECTION OF PUNCH LIST ITEMS

10.3.1 Within thirty (30) days of receipt of the notice required by Subparagraph GC 10.2.1.2, the Contractor shall complete and correct all items on the Associate's Punch List.

10.3.1.1 If the Contractor does not complete the items on the Associate's Punch List within thirty (30) days of receipt of the notice, the provisions of Paragraph GC 5.3 may be invoked.

10.3.1.2 If the Work on the Associate's Punch List cannot be completed within thirty (30) days of receipt of the notice, the Contractor shall justify in writing to the reasonable satisfaction of the Associate the reasons the items cannot be so completed, and the Contractor shall propose, for approval of the Associate, a time when such items will be completed.

10.3.1.3 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.

10.3.1.4 If multiple inspections of items on the Associate’s Punch List are required due to the Contractor’s failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by other Contractors, the Associate, and the University resulting from any attendant delay.

10.4 CERTIFICATE OF CONTRACT COMPLETION

10.4.1 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 University reserves the right of Final Acceptance of the Project.

10.5 DEFERRED ITEMS

10.5.1 When upon Final Inspection, items of Work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the University agrees that a particular item need not be completed until a subsequent date, the University may release payment to the Contractor less twice the cost of completing the remaining Work as determined in the sole discretion of the University.

ARTICLE 11 - CONTRACT COMPLETION

11.1 PROJECT RECORD DOCUMENT SUBMITTALS

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 Ohio Department of Commerce, Division of Industrial Compliance;

11.1.1.2 Inspection Certificates required and issued by the Ohio Department of Commerce, such as Pressure Piping, Elevator, Boiler, Electrical, etc.;

11.1.1.3 Inspection Certificates required and issued by the Ohio Department of Commerce or the Ohio Department of Health such as Plumbing or Piping Purification, etc.;

11.1.1.4 Letter of Approval from the local fire authority and/or 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 University 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 Section 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 "Record Drawings" and reflect the date of the Associate's revision of the As-Built Drawings.

11.2.3 The University 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 University 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 University 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 University, 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 University, 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 If defects in material or equipment become apparent within the Warranty period, the University 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 Project Administrator 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 University to be an emergency, the University 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 University 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 Project Administrator and shall be guaranteed by the Contractor for one (1) year from the date of acceptance of the corrective Work by the University.

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 no wax floors.
11.4.4 If any Work is 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 University.

11.4.5 Final cleaning shall be done to the reasonable satisfaction of the Associate and the University.

11.4.5.1 If the Contractor fails to clean up at completion of the Work, the provision of Paragraph GC 5.3 may be invoked.

11.4.5.2 If a dispute arises among Contractors as to responsibility for final cleaning, the Associate, with the approval of the University, may authorize another Contractor, or engage a qualified cleaning company, to perform the clean up and deduct the cost from amounts due to those Contractors responsible as the Associate recommends and the University determines to be appropriate. The decision of the University on the responsibility for such cost shall be final, subject to Article GC 8.

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 to provide insurance and limits as indicated below. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Occurrence Limit
$1,000,000 Personal and Advertising Injury Limit
$100,000 Fire Legal Liability Limit
$10,000 Medical Payments

Policy Limits – Business Automobile
$500,000 Combined Single Limit

12.1.2.1 Contracts in the amount of $100,000 or less shall require coverage in the amount of not less than $2 million general aggregate and $1 million per occurrence.

12.1.2.2 Contracts in excess of $100,000 but not more than $5 million shall require coverage in the amount of not less than $3 million general aggregate and per occurrence.

12.1.2.3 Contracts exceeding the amount of $5 million shall require coverage in an amount to be determined by the University and identified in the Special Conditions, but in no case less than $5 million general aggregate and per occurrence.

12.1.2.4 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 For any demolition, blasting, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the applicable sections of Subparagraph GC 12.1.2.

12.2 BUILDER'S RISK - NEW CONSTRUCTION

12.2.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the Certificate of Contract Completion by the University, a Builder's Risk insurance policy to cover all Work in the course of construction including false-work, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations). Such insurance shall be on a special cause of loss form, which provides coverage on an open perils basis insuring against the direct physical loss of or damage to covered property including flood and earthquake. It shall also include debris removal and/or demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable
compensation for the University’s services and expenses required to limit further loss.

12.2.1.1 Coverage must include provision to pay the reasonable extra costs of expediting temporary and permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to such repair or replacement.

12.2.1.2 Such Builder's Risk policy shall protect both the Contractor and the University from loss and provide coverage for materials in transit or stored off site and identified for the Project.

12.2.1.3 Coverage for other perils may be required if specified in the Special Conditions.

12.2.2 Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to one hundred (100) percent of the Contract Price, including landscaping, paving and other site Work.

12.2.3 The Builder's Risk policy shall specifically permit and allow for Partial Occupancy by the University prior to acceptance of the Project by the University.

12.3 BUILDER'S RISK - RENOVATIONS

12.3.1 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 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.

12.4 INSURANCE POLICY REQUIREMENTS

12.4.1 Each policy of insurance required to be purchased and maintained by the Contractor shall name the University as an additional insured or loss payee, as applicable; provided, however, such designation shall not cause any claim between the Contractor and the University to be waived, except as set forth in Paragraph 12.5. Each policy and respective Certificate of Insurance shall expressly provide that no less than thirty (30) days prior written notice shall be given to the University 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.

12.4.2 The Contractor shall furnish the University, when requested, a certified copy of any insurance or additional insured or loss payee endorsement required to be
purchased or maintained by the Contract Documents. In no event shall any failure of the University to demand a certified copy of any required insurance or 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.

12.4.3 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 University. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

12.4.4 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.

12.4.5 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 University.

12.5 WAIVERS OF SUBROGATION

12.5.1 The University 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 University as fiduciary.

ARTICLE 13 - CONTRACT TERMINATION

13.1 SUSPENSION OF THE WORK

13.1.1 If, in the judgment of the University, the Contractor is causing undue risk of damage to any part of the Project or adjacent area, the University may suspend the Work temporarily, either wholly or in part, for such period until, in the judgment of the University, the safe and proper prosecution of the Work may be resumed. The University 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, to the fullest extent permitted.

13.1.1.2 Any failure of the University 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 University, 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 University 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 Schedule of Values.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The University may, at any time upon twenty (20) days written notice to the Contractor, terminate the Contract in whole or in part for the University’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 University, 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 University 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 Schedule of Values 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 University.

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 Article 8 of the General Conditions.

13.3 TERMINATION FOR CAUSE

13.3.1 If the University determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the University 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 twenty (20) days of receipt of the notice, the University 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 University may complete the Work by such means as the University deems appropriate. The University may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the University has paid.

13.3.4 If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the University 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 other Contractors, the Associate, and the University 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 University 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 University 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 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 University shall be limited to recovery of profit on Work completed prior to such declaration and all reasonable expenses directly attributable to the termination of the Contract.

ARTICLE 14 - SHOP DRAWINGS AND SAMPLES

14.1 DESCRIPTION

14.1.1 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:

14.1.1.1 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.

14.1.1.2 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 FORM OF SUBMITTALS

14.2.1 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.

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

14.2.1.2 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.

14.2.1.3 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 require to enable the Associate to meaningfully review the submittal.

14.3 VARIATION FROM CONTRACT DOCUMENTS

14.3.1 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.

14.3.1.1 If the variation is acceptable to the Associate, the Associate shall recommend acceptance of the variation to the University for approval. If approved, the variation shall be incorporated into the Work via Field Work Order or Change Order.

14.3.1.2 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, Samples or other submittals.

14.4 CONTRACTOR’S REVIEW

14.4.1 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.

14.4.1.1 The Contractor shall field verify conditions as necessary and make corrections 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.
14.4.1.2 If required by the Contract Documents or applicable law, the Contractor shall have the Shop Drawings or other submittals prepared by Persons possessing expertise and experience in an appropriate trade or profession or by a licensed Architect, registered Engineer or other professional.

14.5 ASSOCIATE’S REVIEW

14.5.1 The Associate shall review and approve or disapprove Shop Drawings, Samples or other submittals within fifteen (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.

14.5.1.1 The Contractor shall make any corrections required by the Associate and shall re-submit the required number of corrected copies of Shop Drawings, Samples or other submittals until approved, which re-submission shall be acted upon by the Associate within fifteen (15) days of receipt or such other period of time as is mutually agreed by the Associate and the Contractor.

14.5.1.2 When re-submitting submittals, the Contractor shall direct the Associate's attention to any revisions made by noting such revisions on the resubmitted submittal.

14.5.1.3 The Contractor shall pay all reasonable costs of the Associate, other Contractors, or the University for attendant delay, interference, hindrance or disruption of the Project due to excessive re-submittals without fault of the Associate, other Contractors, or the University. Submission of a Shop Drawing, Sample, or other submittal in excess of two (2) without fault of the Associate, other Contractors, or the University may be deemed excessive by the University.
14.6 RISK OF NONPAYMENT

14.6.1 No portion of the Work requiring a Shop Drawing, Sample 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 Drawing, Sample or other submittal by the Associate shall be performed by the Contractor under risk that no payment will be approved by the University for such Work.

14.7 SCOPE OF ASSOCIATE’S REVIEW

14.7.1 The Associate's review and approval of Shop Drawings, Samples and other submittals is to determine if the items covered by such 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.

14.7.1.1 The Associate's review and approval shall not extend to means, methods, manners, techniques, sequences, procedure of construction or to safety precautions or programs incident thereto.

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

14.8 EQUIPMENT STATEMENT

14.8.1 Shop Drawings on all equipment shall include the following written statement from the manufacturer of the equipment:

14.8.1.1 "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, breaching, 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 UNIVERSITY’S APPROVAL

15.1.1 Within ten (10) days of the Notice to Proceed, the Contractor shall submit, on the form provided by the University, its list of proposed Subcontractors and Material Suppliers. Submit concurrently one (1) copy of the form to the Associate, and one (1) copy of the form to the University Project Administrator. The Contractor shall include and indicate on the list, appropriate information about the certified EDGE Business Enterpris(s) that the Contractor intends to use to fulfill the Contractor’s commitment to contract with and to use certified EDGE Business(es) to meet or exceed the approved EDGE Business Participation Goal for the contract or purchase order related to the project.

15.1.2 Upon receipt of the form, the University, in consultation with the Associate, shall undertake an initial review of each Subcontractor and Material Supplier listed. Within ten (10) days of receipt of the forms, the University will make an initial determination of the status of each Subcontractor and Material Supplier listed, and provide a written notice to the Associate and the Contractor. The status of each Subcontractor and Material Supplier shall be one of the following.

15.1.2.1 Approved, indicating that the Subcontractor or Material Supplier is approved for use on the Project.

15.1.2.2 Extended Review, indicating that the University has an objection or concern regarding a listed Subcontractor or Material Supplier. The University, in consultation with the Associate, will then undertake an extended review for which an additional ten (10) days beyond the original deadline shall be automatically provided.

Upon completing the extended review, the University shall issue a written notice to the Associate and the Contractor confirming the status of the Subcontractor or Material Supplier as either approved or rejected.

15.1.2.3 Rejected, indicating that the University will not approve a listed Subcontractor or Material Supplier for use on the Project. Before making a determination to reject any listed Subcontractor or Material Supplier, the University will complete a review similar to the review provided by Subparagraph IB 3.5.3, which review shall include written documentation as to the reason or reasons that the Subcontractor or Material Supplier was rejected.
15.1.3 If the University rejects any Subcontractor or Material Supplier, the Contractor shall replace the Subcontractor or Material Supplier at no additional cost to the University.

15.2 REPLACEMENT AND CORRECTIONS

15.2.1 The Contractor shall not replace any Subcontractor or Material Supplier after execution of the Contract Form without written approval of the University.

15.2.1.1 The Contractor shall submit to the Associate amended Subcontractor or Material Supplier forms and a written justification for any additions to or changes in the Contractor's Subcontractors or Material Suppliers.

15.2.1.2 The Contractor shall submit to the Associate amended forms whenever any listed information changes for its Subcontractors or Material Suppliers.

15.3 CONTRACTOR’S RESPONSIBILITY

15.3.1 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.

15.3.1.1 Delay, interference, disruption, or hindrance attributable to the Contractor's Subcontractors or Material Suppliers shall be deemed to be within the control and responsibility of the Contractor.

15.3.1.2 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.

15.3.1.3 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, and shall not agree to any provision which seeks to bind the University to terms inconsistent with or at variance from the terms of the Contract Documents.

15.4 WARRANTY AND GUARANTEE

15.4.1 The Contractor shall require each Subcontractor and Material Supplier to fully warrant and guarantee, for the benefit of the University, 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 If a Subcontractor or Material Supplier requests payment in time to allow the Contractor to include the request in the Contractor's Contractor Payment Request, the Contractor shall pay within ten (10) days after receipt of payment from the University:

15.5.1.1 To a Subcontractor an amount equal to percent of completion allowed by the University 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 Subparagraph GC 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 eighteen (18) percent interest, compounded annually, on any unpaid amount beginning on the 11th day after receipt of payment from the University.

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.

15.6.1.1 The Notice of Furnishing must be served upon the Contractor within twenty-one (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 University’s Director of Capital Finance and Reporting, 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, a claimant must serve a Claim Affidavit with the University’s Director of Capital Finance and Reporting, within one hundred twenty (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 applicable county recorder's office within thirty (30) days of serving the University’s Director of Capital Finance and Reporting.

15.6.2.2 All claimants who serve the University’s Director of Capital Finance and Reporting, and file with the applicable county recorder within thirty (30) days, have no priority among themselves and share in the funds pro-rata.

15.6.2.3 Claimants who file with the University’s Director of Capital Finance and Reporting 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 University 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 University’s notice.

15.6.3.1 The Contractor shall have twenty (20) days to dispute said claim.

15.6.3.2 If the Contractor does not notify the University in writing of an intention to dispute the claim within twenty (20) days after receipt of the Claim Affidavit, the Contractor is deemed to have assented to its correctness.

15.6.4 The University shall detain the amount stated in the Claim Affidavit from subsequent Contractor Payment Request and deposit said amount in an escrow account in accordance with a general escrow agreement between the University and a bank in the State.

15.6.4.1 The escrow agent shall hold the deposit and any interest earned thereon until receipt of notice from the University specifying an amount to be released and the Person to whom the amount is to be released.

15.6.4.2 The University reserves the right to pay a Claim Affidavit which is not timely disputed.

15.7 CLAIMS AGAINST THE BOND

15.7.1 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 ninety (90) days after Final Acceptance of the Work or applicable portion thereof, by the University, furnish the Surety a statement of the amount due.
15.7.2 After furnishing the statement, laborers, Subcontractors or Material Suppliers must wait sixty (60) days to bring a suit for the amount due. If the Surety has not paid the claim at the expiration of sixty (60) days, laborers, Subcontractors or Material Suppliers may bring suit for amounts not paid, but must bring the suit within one (1) year of Final Acceptance of the Work, or applicable portion thereof, by the University.

ARTICLE 16 - INDEMNIFICATION

16.1 INDEMNIFICATION FOR INJURY OR DAMAGE

16.1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University, and the Associate, their respective officials, officers, consultants, agents, representatives 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 University.

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, to the fullest extent permitted.

16.1.2 The indemnification obligations of the Contractor under Subparagraph GC 16.1.1 shall not extend to the liability of the Associate, the Associate's consultants, agents, representatives 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 University and the Associate, their respective officials, 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 EXAMINATION

17.1.1 The University 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 Proposal or claim.

17.1.2 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 Final Acceptance of the Project by the University.

17.1.3 To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the University in writing that any documents provided to the University are trade secrets, the University 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 University against all costs, expenses, and damages, including without limitation attorney fees, incurred or paid by reason of that dispute.

17.1.4 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.

17.1.5 If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the University for a period of three (3) years from the date of any applicable final settlement or payment, as applicable.

17.1.6 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 PAYROLL SCHEDULE

18.1.1 Within ten (10) days of the date of the Notice to Proceed, the Contractor shall provide the University’s Office of Contract Compliance, PO Box 210167,
18.2 PAYROLL REPORTS

18.2.1 The Contractor shall submit payroll reports with each Contractor Payment Request, which reports shall be certified by the Contractor that the payroll is correct and complete and 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.

18.2.2 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.

18.2.3 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.

18.2.4 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.

18.2.5 For each employee, the payroll report shall list the employee’s gender and ethnicity, classified as Black, Hispanic, Asian Pacific Islanders, American Indians/Alaskan Native or non-minority.

18.2.6 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 University shall, evaluate the Contractor's performance at the completion of the project.

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 University with a copy to the Associate.

19.1.1.2 The evaluation shall be used by the University and may be used by others in determining the responsibility of the Contractor for award of future Contracts.
19.2 ASSOCIATE PERFORMANCE

19.2.1 The University may request input from the Contractor for use in evaluating the Associate’s performance. If input is requested, the Contractor will comply in a timely and responsive manner.

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 University.

20.3 ASSIGNMENT OF ANTITRUST CLAIMS

20.3.1 By executing the Contract Form, the Contractor assigns, conveys and transfers to the University 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 University pursuant to the Contract.
20.4 USE OF DOMESTIC STEEL

20.4.1 The Contractor shall supply domestically produced steel products used for load bearing structural purposes on all Projects funded in whole or in part with State funds as required by law and, unless otherwise provided in the Contract Documents, on all other Projects.

20.4.2 The Associate, Contractors, Subcontractors and Material Suppliers shall comply with the requirements of the Ohio Department of Administrative Services’ policy regarding the specification and use of domestically produced steel products, including furnishing the required certifications. The policy is available at the Department’s web site at: http://www.gsd.das.ohio.gov/sao/info/steelpolicy.pdf.

20.5 BOND REDUCTION

20.5.1 Upon notice and consent of the Contractor's Surety, the University may reduce the Bond by twenty-five (25) percent of the total amount of the Bond after at least fifty (50) percent of the Work has been completed, and by fifty (50) percent after at least seventy-five (75) percent of the Work has been completed, provided that all of the following conditions are met:

20.5.1.1 The University 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 University 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.

20.6 PROJECT IDENTIFICATION SIGN

20.6.1 Unless otherwise specified in the Contract Documents, the Lead Contractor shall furnish and erect a Project identification sign within thirty (30) days of the date of the Notice to Proceed, which sign shall be in accordance with a drawing provided by the Associate, and approved by the University.

20.6.2 The sign shall be maintained in good condition until the completion of the Project at which time it shall be removed by the Lead Contractor.
20.6.3 Any cost associated with moving or repairing the Project identification sign during the progress of the Project shall be the responsibility of the Lead Contractor.

20.7 UNIVERSITY POLICIES, PROCEDURES AND FORMS

20.7.1 Contractor shall utilize University forms and obtain them from the University’s website at: http://www.uc.edu/architect or from the Project Administrator.

20.7.2 The University reserves the right to make modifications to its policies procedures and forms at any time.

20.7.3 Contractors are prohibited from modifying or annotating the forms.

20.8 DRUG FREE WORKPLACE PROGRAM PARTICIPATION

20.8.1 Bidders are required to be enrolled in, prior to submitting a bid, and to be in good standing in an Ohio Bureau of Workers' Compensation (OBWC) Drug-Free Workplace Program (DFWP) or an equivalent OBWC-approved DFWP in accordance with, but not limited to, Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T.

20.8.2 Bidders shall confirm their enrollment in an OBWC-approved DFWP by properly indicating such in the space provided on the Bid Form.

20.8.3 By entering into this Contract the Contractor agrees that it will require each of its Subcontractors which provide labor on the Project site to be enrolled in an OBWC-approved DFWP.

20.8.4 Prior to authorizing a Subcontractor to commence work on the Project, the Contractor shall submit written confirmation of the Subcontractor's enrollment to the Associate and University.

20.8.5 In addition to OBWC-approved DFWP Level 1 requirements, the University requires that each Contractor and each Subcontractor that provides labor on the Project site to perform random drug testing of five (5) percent of its employees who perform labor on the Project construction site(s). The random drug testing percentage shall also include the on-site supervisors of the Contractors and applicable Subcontractors. Level 1 random drug testing shall otherwise comply with the same testing guidelines and criteria as required for OBWC-approved Level 2 testing.
20.9  EDGE PARTICIPATION AND REPORTING

20.9.1  The Contractor shall participate in the “Encouraging Diversity Growth and Equity (“EDGE”) Program by contacting with and using one or more businesses certified as an EDGE Business Enterprise (“EDGE-certified business”, “certified EDGE business”) by the Department’s Equal Opportunity Division (“EOD”) as proposed for each contract by the Contractor and as approved by the Department for use on each contract.

20.9.1.1  The Contractor may include its own contract amount in the reporting provided, however, that the Contractor is a certified EDGE business.

20.9.1.2  The amount of EDGE participation can not exceed 100% of the Contractor’s contract amount.

20.9.2  The Contractor shall provide an EDGE Participation Quarterly Report for Contracts awarded with a time of contract completion of 270 or more consecutive calendar days.

20.9.2.1  Provide quarterly status reports, produced on the Contractor’s letterhead, certified by the Contractor and each applicable EDGE-certified business for the contract, indicating: (a) the name of each EDGE-certified business, (b) the original amount of the EDGE-certified business contract or purchase order with the Contractor, (c) the current amount of the EDGE-certified business contract or purchase order, (d) the amount invoiced to date, (e) the amount paid to date, and (f) a statement describing any substantive product or performance deficiencies.

20.9.2.2  Quarterly reports are due on Jan 15, Apr 15, July 15, and Oct 15.

20.9.2.3  The first quarterly report shall be due starting with the reporting month following the Contractor’s contract date.

20.9.2.4  The Contractor shall provide individualized reports for each EDGE-certified business; however, the quarterly reports may be consolidated and submitted as a singular document.

20.9.2.5  The Contractor shall simultaneously submit one original to EOD, one original to the University, and one original to the State Architect’s Office.
20.9.3 The Contractor shall provide an EDGE Participation Final Report simultaneous with its final Payment Application.

20.9.3.1 The Contractor shall provide its EDGE Participation Final Report to EOD, the University, and to the State Architect’s Office.

20.9.3.2 Provide in the report certification by the Contractor and each certified EDGE Business Enterprise that the submitted document is a true and accurate accounting of the original contract amount, the final contract amount, and the total amount paid to and received by each EDGE Certified Business.

20.9.4 The Contractor shall provide the Quarterly Report(s) and the EDGE Participation Final Report in the detail and form acceptable to the Department.